



TIMBER NOTICE OF SALE

SALE NAME: FIDGET

AGREEMENT NO: 30-072853

AUCTION: May 24, 2002 starting at 10:00 a.m.,
Central Region Office, Chehalis, WA

COUNTY: Thurston

SALE LOCATION: Sale located approximately 18 miles west of Olympia

**PRODUCTS SOLD
AND SALE AREA:**

All timber, except as described in Schedule L, bounded by sale area boundary tags; all timber bounded by right-of-way boundary tags on parts of Sections 29, 30, and 32 in Township 18 North, Range 3 West, W.M., containing 74 acres, more or less.

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Ave	Ring	Total	Grades By Percent								
	DBH	Count	MBF	1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	22	6	1,989						82	17	1	
Hemlock	15	7	288						67	27	6	
Red cedar	14.4		167					5	13	47	35	
White fir	13		138							84	16	
Sale Total			2,582									

MINIMUM BID: \$726,000.00

BID METHOD: Sealed Bids

**PERFORMANCE
SECURITY:**

\$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: September 30, 2004

ALLOCATION: Export Restricted

BID DEPOSIT: \$72,600.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Cable and shovel logging methods. Shovel logging shall be in accordance with Shovel Logging Specifications on file at the region office. Lead end suspension required on all cable settings. Yarding shall be suspended when soil rutting exceeds four (4) inches as measured from natural ground line. Any disturbance greater than that mentioned above shall immediately be water barred by hand, grass seeded, and yarding suspended until such time that the Contract Administrator can be shown that future yarding disturbance(s) will be within contract requirements. Shovel yarding will not be permitted from September 30 to May 1 unless authorized in writing by the Contract Administrator to prevent soil damage and erosion.

ROADS: 36.58 stations of required construction. 14.47 stations of required reconstruction. 130.13 stations of pre-haul maintenance as described in the Road Plan. 9.15 stations of paving as described in the Road plan. Rock for this sale may be obtained from the State's Perry Creek Quarry located in Section 15, Township 18 North, Range 03 West, W.M. Road construction will not be permitted from September 30 to May 1 unless authorized in writing by the Contract Administrator to prevent soil damage and erosion.

ACREAGE DETERMINATION

CRUISE METHOD: Sale acreage determined by traverse. Error of closure: 1:176. See Pre-Cruise and Cruise Narratives.

FEES: \$23,238 with \$2,320 due on day of sale. In addition, a charge of \$34,210 is due on day of sale. This is an additional payment to the bid price.

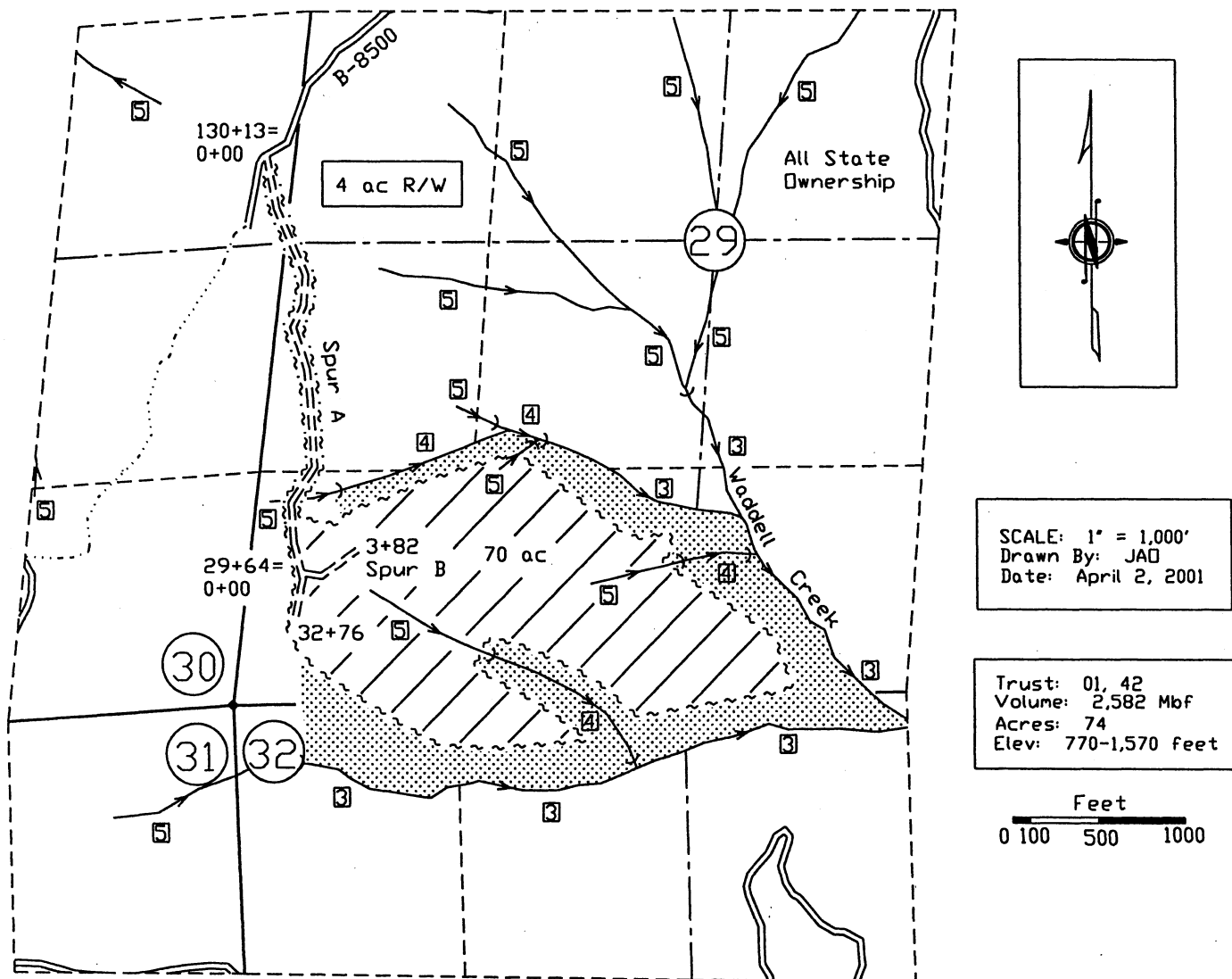
SPECIAL REMARKS: There is a locked gate on this sale. Keys may be obtained from the region office. Purchaser assumes responsibility for any county road use permits and for all costs associated with permits and extra maintenance or repair levied by a county for any county road used by the Purchaser. Any and/or all operation(s) of this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the possibility of sediment being delivered to any live water.

TIMBER SALE MAP

SALE NAME: FIDGET
 AGREEMENT NO.: 30-072853
 TRUST(S): Forest Board Repayment, Forest Board Transfer

REGION: Central
 COUNTY(S): Thurston

TOWNSHIP 18 NORTH, RANGE 03 WEST, W.M.



LEGEND

Sale Area

Sale Area Boundary Tags

Right-of-Way Boundary Tags

Existing Road

Required Construction

Required Reconstruction

Gate

Gate (to be installed)

Rock Source

Recreation Trail

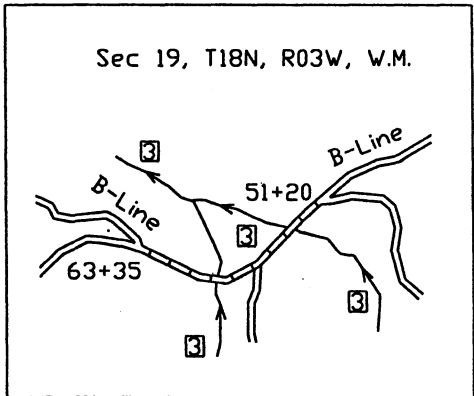
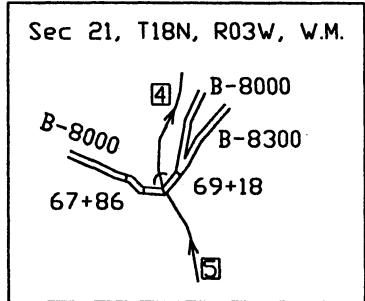
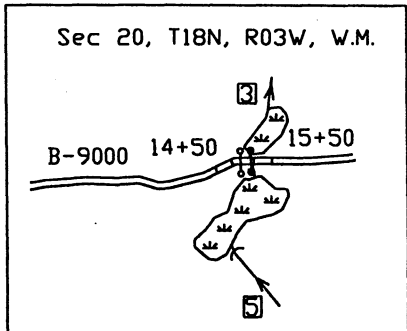
Stream

Water Type

Monument Corner

Wetland

Riparian Management Zone



There are scattered leave tree clumps bounded by leave tree area boundary tags.

See Road Plan for pre-haul maintenance and paving requirements.

NOTE: 0+00 B-Line is the junction of the B-Line and SR 8.

NOTE: 0+00 B-9000 is 8+01 B-Line.

NOTE: 0+00 B-8000 is 20+53 B-Line.

NOTE: 0+00 B-8500 is 168+96 B-8000.

TIMBER SALE MAP

SALE NAME:

FIDGET

REGION:

Central

AGREEMENT NO.:

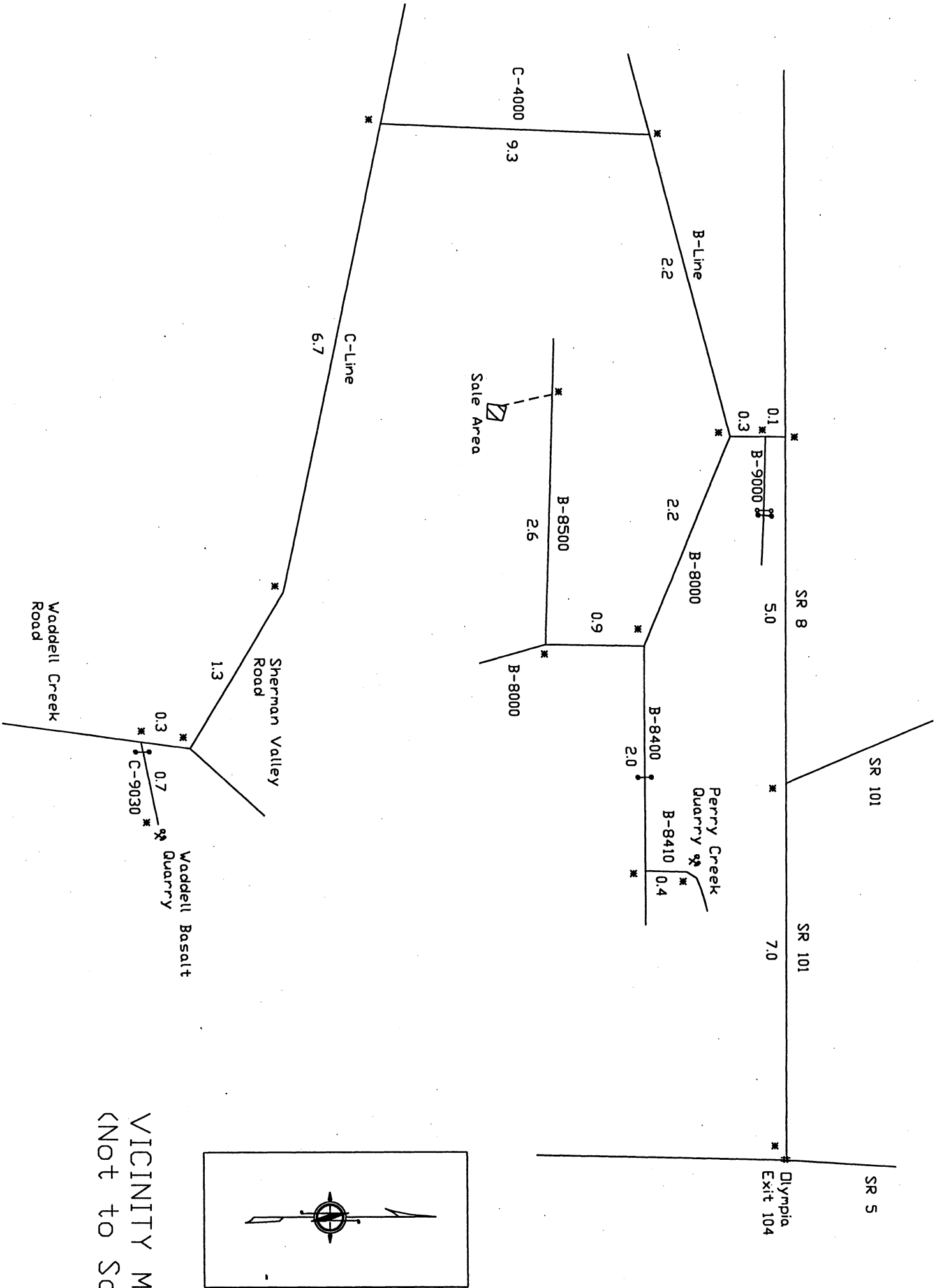
30-072853

COUNTY(S):

Thurston

TRUST(S):

Forest Board Repayment, Forest Board Transfer



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BILL OF SALE AND CONTRACT FOR
FOREST PRODUCTS**

Export Restricted Lump Sum AGREEMENT NO. 30-072853

SALE NAME: FIDGET

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL
RESOURCES, HEREINAFTER ACTING SOLEY, IN ITS PROPRIETARY
CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-010 Products Sold and Sale Area

Purchaser was the successful bidder on May 24, 2002 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: All timber, except as described in Schedule L, bounded by sale area boundary tags; all timber bounded by right-of-way boundary tags, located on approximately 74 acres on parts of Sections 29, 30, and 32 in Township 18 North, Range 03 West, W.M., in Thurston County as shown on the attached timber sale map and as designated on the sale area. Timber purchased under a contract that is designated as export restricted shall not be exported until processed. Timber purchased under a contract that is designated as exportable may be exported prior to processing.

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-025 Schedules

The following schedules are attached and are hereby incorporated by reference:

Schedule	Title
L	HARVESTING SPECIFICATIONS

G-031 Contract Term

Purchaser shall complete all contract required work prior to September 30, 2004.

G-040 Contract Term Adjustment - No Payment

Purchaser may request an adjustment in the contract term. Claim must be submitted in writing, must be received by the State within 30 days after the start of interruption or delay, and must indicate the actual or anticipated length of interruption or delay. The

State may grant an adjustment without charge only if the cause for contract term adjustment is beyond Purchaser's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this contract are actually interrupted or delayed:

- a. road and bridge failures which deny access;
- b. access road closures imposed by road owner;
- c. excessive suspensions as provided in clause G-220;
- d. regulatory actions not arising from Purchaser's failure to comply with this contract which will prevent timber harvest for a period less than 6 months.

G-051 Contract Term Extension - Payment

Extensions of this contract term may be granted only if, in the judgment of the State, Purchaser is acting in good faith and is endeavoring to remove the forest products conveyed. The term of this contract may be extended for a reasonable time by the State if all of the following conditions are satisfied:

- a. A written request for extension of the contract term must be received prior to the expiration date of the contract.
- b. Completion of all required roads and compliance with all contract and regulatory requirements.
- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the total contract price.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the total contract price.

The payments shall not include the initial deposit which shall be held according to the provisions of RCW 79.01.132.

- d. Payment of an amount based on 12 percent interest per annum on the unpaid portion of the total contract price.

All payments, except the initial deposit, will be deducted from the total contract price to determine the unpaid portion of the contract.

- e. Payment of \$966.85 per acre per annum for the acres on which an operating release has not been issued. In no event will this portion of the extension charge be less than \$200.00.

- f. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

Whenever the State determines that a survey for sensitive, threatened, or endangered species is prudent, or when the Purchaser determines a survey is prudent and the State agrees, Purchaser shall perform such surveys at Purchaser's expense and to the standards required by the State. The survey information shall be supplied to the State.

G-060 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, ARE EXCLUDED from this transaction and shall not apply to the goods sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."

- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES, or their habitat. The State is not responsible for any interferences with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-062 Habitat Conservation Plan

The State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within the State's HCP area and are subject to the terms and conditions of the HCP, and the Services' Incidental Take Permit Nos. 812521 and 1168 (collectively referred to as ITP), or as amended hereafter by the Services. The ITP authorizes the incidental take of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at the State's Regional Offices and the administrative headquarters in Olympia, Washington.

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State agrees to authorize the lawful activities of the Purchaser carried out pursuant to this contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject the Purchaser to liability for violation of the Endangered Species Act.

Any modifications to the contract shall be proposed in writing by the Purchaser, shall continue to meet the terms and conditions of the HCP and ITP, and shall require the prior written approval of the Region Manager before taking effect.

G-063 Incidental Take Permit Notification Requirements

- a. The Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts,

or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. The Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances notification must occur within a 24 hour time period.

- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, the Purchaser shall immediately notify the Contract Administrator. The Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchasers may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to the Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances notification must occur within a 24 hour time period.
- c. Purchaser shall refer to a specific ITP number, PRT-812521 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this clause must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the Timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

Purchaser is responsible for obtaining any permits not already obtained by the State that relate to Purchaser's operation. Forest Practice Application and Hydraulic Project Approval permits obtained by the State shall be transferred to Purchaser. Purchaser is responsible for all permits, amendments and renewals.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW, that may affect the operability of the timber sale.

G-066 Governmental Regulatory Actions

a. Regulatory Risk

Except as provided in this clause, Purchaser assumes all risks associated with governmental regulatory actions, including actions taken pursuant to the Forest Practices Act, Ch. 76.09 RCW, and the Endangered Species Act, 16 U.S.C. 1531-1544 and any Habitat Conservation Plan between the Department of Natural Resources and the U.S. Fish and Wildlife Service or any other agency now in place and as may be amended, or hereafter created, that may affect the operability of the timber sale.

b. Increased Costs

Purchaser shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Purchaser's failure to comply with this contract, Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

c. Sale Area

When portions of the sale area become subject to a foreign or domestic governmental regulation or order that will likely prevent timber harvest for a period that will exceed six months, and Purchaser has complied with this contract, the following shall apply:

- i. If 40 percent or less of the sale area is affected by the governmental regulation or order, the State, at Purchaser's request, shall adjust the total contract price as set forth in paragraph (d) below.
- ii. If 41 percent to 74 percent of the sale area is affected by the governmental regulation or order, the State, at Purchaser's request, shall adjust the total contract price as set forth in paragraph (d) below or terminate the contract. Termination will discharge any unexecuted portion of the contract.
- iii. If 75 percent or more of the sale area is affected by the governmental regulation or order, the State reserves the right to unilaterally terminate the contract and thereby discharge any unexecuted portion thereof. If the State does not exercise this right, the State, at Purchaser's request, shall adjust the total contract price as set forth in paragraph (d) below.

d. Adjustment of Price

When required by clause G-066 (c), the State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall cause the timber sale area subject to governmental regulation or order to be surveyed. The State shall calculate the percentage of the total sale area subject to the governmental regulation or order. The State shall reduce the total contract price by that calculated percentage, notwithstanding potential variations in species, value, costs, or other items over the total sale area. The State will further reduce the total contract price by the reasonable cost of unamortized roads Purchaser was required to construct but was unable to use for removing timber. A reduction in total contract price terminates all of the Purchaser's rights to and interest in the timber on the affected sale area.

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to the Purchaser will be limited to a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser. The State shall not be liable for any damages, whether direct or consequential.

G-080 Scope of State Advice

No advice by any agent, employee, or representative of the State regarding the method or manner of performing shall constitute a representation or warranty that said method or manner or result thereof will conform to the contract or be suitable for Purchaser's purposes under the contract. Purchaser's reliance on any State advice regarding the method or manner of performance shall not relieve Purchaser of any risk or obligation under the contract. Purchaser retains the final responsibility for its operations under this contract and State shall not be liable for any injuries resulting from Purchaser's reliance on any State advice regarding the method or manner of performance.

G-091 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the contract shall not exceed more than four percent of the original sale area. If the sale area is increased, the added forest products become a part of this contract. The State shall determine the volume added and shall calculate the increase to the total contract price using the rates set forth in clause G-101, G-102, or G-103. If the sale area is reduced, the State shall determine the volume to be reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-101 Forest Products Not Designated

Any forest products not designated for removal, which must be removed in the course of operations authorized by the State, shall be approved and designated by the Contract Administrator. Added forest products become a part of this contract and the Scribner log scale volume, as defined by the Northwest Log Rules Advisory Group, shall be determined by the Contract Administrator. Added forest products shall be paid for at the following contract payment rates per Mbf Scribner log scale.

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the State's contract administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

G-110 Title and Risk of Loss

Title to the forest products conveyed passes at confirmation of the sale. Purchaser bears the risk of loss of or damage to and has an insurable interest in the forest products in this contract from the time of confirmation of the sale of forest products. In the event of loss of or damage to the forest products after passage of title, whether the cause is foreseeable or unforeseeable, the forest products shall be paid for by Purchaser. Breach of this contract shall have no effect on this provision. Title to the forest products not removed from the sale area within the period specified in this contract shall revert to the State as provided in RCW 79.01.132.

G-120 Responsibility for Work

All work, equipment, and materials necessary to perform this contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in clause G-130 or unless the State issues an operating release pursuant to clause G-280, shall be repaired promptly to the satisfaction of the State and at the Purchaser's expense.

G-130 Exceptions

Exceptions to Purchaser's responsibility in clause G-120 shall be limited exclusively to the following. These exceptions shall not apply where damages occur due to Purchaser's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

- a. The State shall bear the cost to repair any existing roadway or section of required road completed to the point that an authorization to haul has been issued where such damage was not caused by Purchaser, its employees, agents, or invitees, including independent contractors. Purchaser shall accomplish repairs promptly as required by the State at an agreed price. The State may elect to accomplish repairs by means of State provided resources. This subclause (subclause "a") may only apply if subclause "b" is not in effect.
- b. The parties shall share equally the cost to repair any part of the required roads constructed under this contract which suffer catastrophic damage, except that Purchaser shall be solely responsible for the first \$5,000.00. Catastrophic damage is defined as State identified damage valued in excess of \$5,000.00, resulting from a single event caused by forces beyond the control and without the negligence of Purchaser, such as earthquakes, volcanic eruptions, landslides, and floods. Purchaser shall accomplish repairs promptly as required by the State at an agreed price. The State may elect to accomplish repairs by means of State provided resources; in which event, the Purchaser shall continue to share equally in the cost.

Nothing contained in clauses G-120 and G-130 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials.

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchasers' obligation to indemnify, defend, and hold harmless includes any claim by Purchasers' agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

Purchaser shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in a breach and/or termination of the contract at State's option. State may also suspend Purchaser operations until required insurance has been secured.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the insurance coverage is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources region office of sale origin shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Purchaser shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract.

Purchaser shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Purchaser's liability or responsibility.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Purchaser waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

If Purchaser is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Purchaser must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Purchaser, and such coverage and limits shall not limit Purchaser's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by State of Washington, Department of Natural Resources, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Purchaser shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$300,000.00 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

Employer's Liability "Stop Gap" Insurance. Purchaser shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

Workers' Compensation Coverage. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Purchaser waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Purchaser, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Purchaser shall indemnify State. Indemnity shall include all fines, payment of benefits to Purchaser or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$250,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or

expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Chehalis, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this contract.

Purchaser is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Purchaser shall inform the State in writing who is authorized to receive instructions and notices from the State, and any limits to this person's authority.

G-170 Assignment and Delegation

No rights or interest in this contract shall be assigned by Purchaser without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as the Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address:

G-210 Violation of Contract

G-220 State Suspends Operations

All other notices required to be given under this contract shall be in writing and delivered to the authorized agent or mailed to the Party's post office address. Purchaser agrees to notify the State of any change of address.

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the contract administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.

- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operation

The Contract Administrator may suspend any operation of Purchaser under this contract when the State is suffering, or there is a reasonable expectation the State will suffer environmental, monetary, or other damage if the operation is allowed to continue.

Purchaser shall be in breach of this contract if the operation continues after the suspension notice or if the operation resumes without prior approval and notice from the Contract Administrator.

Purchaser may request a modification of a suspension within 30 days of the start of suspension through the dispute resolution process in clause G-240. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the State, Purchaser is entitled to request a contract term adjustment under clause G-040.

If it reasonably appears that the damage that the State is suffering, or can reasonably be expected to suffer if the operation is allowed to continue, will prevent harvest for a period that will exceed 6 months, and the Purchaser has complied with this contract, the provisions of clause G-066 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

Any cutting, removal, or damage of forest products by Purchaser, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this contract or State law, is unauthorized. Such activity may subject Purchaser to liability for triple the value of said forest products under RCW 79.01.756 or RCW 79.01.760 and may result in prosecution under RCW 79.01.752 or other applicable statutes.

G-240 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within ten business days.
- c. Within ten business days of receipt of the Region Manager's decision, Purchaser may make a written request for resolution to the Department of Natural Resources Land Steward.
- d. Unless otherwise agreed, a conference will be held by the Department's Land Steward within 30 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Department's Land Steward will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with All Laws

Purchaser shall comply with all applicable statutes, regulations and laws, including, but not limited to, the applicable requirements of WAC 240-15-015 (relating to prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement).

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-270 Equipment Left on State Land

All equipment owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

An operating release is a written document, signed by the State and the Purchaser, indicating that the Purchaser has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Purchaser and State may agree to an operating release for this sale, or portion of this sale, prior to the contract expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads, and roads for which the State has acquired easements and road use permits; the B Line, B-9000, B-8000, B-8400, B-8410, B-8500, Spur A, Spur B, C-4000, C Line, and C-9030 Roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

Purchaser shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, Purchaser shall have a licensed land surveyor re-establish them.

G-360 Road Use Reservation

The State shall have the right to use, without charge, all existing roads and any road constructed or reconstructed on State lands by Purchaser under this contract. The State may extend such rights to others. If the State grants such rights to others, the State shall require performance or payment, as directed by the State, for their proportionate share of maintenance based on their use.

G-370 Blocking Roads

Purchaser shall not block the B Line, B-9000, B-8000, and B-8500 Roads unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

Purchaser agrees to comply with the terms and conditions of the attached:

Easement entered into between the State and Al Parks and Lois A. Parks, dated August 9, 1967. Easement entered into between the State and Seattle Trust and Savings Bank, dated April 24, 1967.

G-430 Open Fires

Purchaser shall not set, or allow to be set by Purchaser's employees, agents, invitees and independent contractors, any open fire at any time of the year without first obtaining permission, in writing, from the Contract Administrator.

G-450 Encumbrances

This contract and Purchaser's activities are subject to the following:

DATA MISSING

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid \$0.00 initial deposit, which will be maintained pursuant to RCW 79.01.132.

P-020 Payment for Forest Products

Purchaser agrees to pay the total contract price of \$0.00. The total contract price consists of a \$0.00 contract bid price plus \$57,448.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause.

P-040 Guarantee of Payment

Purchaser will pay for forest products prior to cutting or will guarantee payment by posting an approved payment security. The amount of cash or payment security shall be determined by the State and shall equal or exceed the value of the cutting proposed by Purchaser.

P-050 Billing Procedure

The State will compute and forward to Purchaser statements of charges provided for in the contract. The Purchaser shall deliver payment to the State on or before the date shown on the billing statement.

P-080 Payment Account Refund

Advance payments made under P-040 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$0.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash or savings account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.01.132. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

The State may reduce the performance security after an operating release has been issued if the State determines that adequate security exists for any remaining obligations of Purchaser.

Section H: Harvesting Operations**H-010 Cutting and Yarding Schedule**

Shovel yarding will not be permitted from September 30 to May 1 unless authorized in writing by the Contract Administrator.

H-035 Fall Trees Into Sale Area

Purchaser shall fall all trees into the sale area unless otherwise approved by the Contract Administrator.

H-051 Branding and Painting

Purchaser shall provide a State of Washington registered log brand unless the State agrees to furnish the brand. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased under a contract designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

H-080 Snags Not to be Felled

Snags not required to be felled for safety reasons may be left standing.

H-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

H-120 Harvesting Equipment

Forest products sold under this contract shall be cable and shovel logging methods unless authority to use other equipment is granted in writing by the State.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- 1) Purchaser assumes responsibility for any county road use permits and for all costs associated with permits and extra maintenance or repair levied by a county for any county road used by the Purchaser.

- 2) Any and/or all operation(s) of this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the possibility of sediment being delivered to any live water.

Permission to do otherwise must be granted in writing by the Contract Administrator.

H-190 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the Contract Administrator.

H-220 Protection of Residual or Adjacent Trees

Unless otherwise specified by this contract, the Contract Administrator shall identify damaged adjacent or leave trees that shall be paid for according to clause G-230.

H-230 Tops and Limbs Outside the Sale Boundary

Tops and limbs outside the sale boundary as a result of Purchaser's operation shall be removed concurrently with the yarding operation unless otherwise directed by the Contract Administrator.

H-240 Lop and Scatter

The tops of all felled trees shall be lopped and slash scattered away from leave trees.

H-250 Fall Non-Merchantable Stems

Within the sale area, all live stems of hardwoods greater than two (2) inches dbh, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

Section C: Construction and Maintenance**C-040 Road Plan**

Road construction and associated work provisions of the road plan for this sale dated Thursday, March 01, 2001 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own cost on the B Line Road from station 51+20 to station 63+35 until the work has been accepted by the State, B-9000 Road from station 14+50 to station 15+50 until the work has been accepted by the State, B-8000 Road from station 67+86 to station 69+18 until the work has been accepted by the State, B-8500 Road from station 0+00 to station 130+13 until the work has been accepted by the State, Spur A Road, and Spur B Road to maintain proper drainage and to keep the road surface smooth and crowned. The Spur A Road and Spur B Road shall meet the original construction specifications at contract termination.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the State on the B Line Road from station 0+00 to station 51+20, the B Line Road from station 51+20 to station 63+35 after work has been accepted by the State, the B Line Road from station 63+35 to station to the junction with the B Line and C-4000 Roads, the B-9000 Road from station 0+00 to station 14+05, the B-9000 Road from station 14+05 to station 15+50 after work has been accepted by the State, the B-8000 Road from station 0+00 to station 67+86, the B-8000 Road from station 67+86 to station 69+18 after work has been accepted by the State, the B-8000 Road from station 69+18 to the junction of the B-8000 and B-8500 Roads, the B-8500 Road from station 0+00 to station 130+13 after work has been accepted by the State, the B-8400 Road, the C-4000 Road, the C Line, and the C-9030 Road. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the State's current Equipment Rate Schedule on file at the Region and Olympia offices. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction.

C-140 Water Bars

Purchaser shall, as directed by the Contract Administrator, construct water bars across haul roads, skid trails and fire trails as necessary to control soil erosion and water pollution.

Section S: Site Preparation and Protection**S-010 Fire Hazardous Conditions**

Purchaser agrees to use its best efforts to minimize the risk of fire.

S-050 Cessation of Operations for Low Humidity

During the "closed season", when the humidity is 30 percent or lower on the sale area, all operations must cease unless authority to continue is granted by the State in writing.

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-100 Stream Cleanout

Slash or debris which enters any defined channel as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-110 Resource Protection

No equipment may operate within the Riparian Management Zones unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through any defined channel

S-130 Refuse Disposal**a. Solid and Hazardous Waste Regulatory Compliance.**

The Purchaser shall meet applicable local, state, and federal solid and hazardous waste laws and regulations concerning the handling and disposal of hazardous materials and hazardous and solid waste, including, but not limited to, Chapters 70.93, 70.95, and 70.105 RCW and Resource Conservation and Recovery Act of 1976 (RCRA) 42 USC Section 6901, et seq.

b. Waste Disposal.

No hazardous or solid waste shall be disposed of by abandonment, burial, or burning on state land. All wastes, including petroleum stained soil on landings or other areas, shall be removed from state land and be disposed of at a permitted solid or hazardous waste disposal facility.

c. Hazardous Materials Spill Prevention.

All operations shall be conducted in such a manner as to prevent the discharge of hazardous materials, including petroleum products, into water or air or onto ground.

Fuel tanks and other containers of hazardous materials shall be managed to prevent any drips, leaks or larger spills. Equipment seals, pressure lines, and other potential leak sources shall be maintained in good working condition to eliminate oil, hydraulic fluid, and other leaks.

Equipment maintenance activities, such as oil changes, shall be undertaken so that no oil or other hazardous materials reach the ground. Filters, batteries, and other equipment waste shall be deposited in barrels or otherwise temporarily stored so as to prevent the leaking of oil, acid, or other hazardous liquids onto the ground.

d. Spill Reporting.

The operator shall take immediate action to contain and control all spills.

Any spill that may be a threat to human health or the environment shall be reported immediately to the Department of Ecology and the Contract Administrator.

Other spills shall be reported to the Contract Administrator.

Section D: Damages**D-010 Liquidated Damages**

The following clauses provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State which will be caused by Purchaser's breach. These liquidated damages provisions

are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-022 Failure to Remove Forest Products

The Purchaser's failure to pay for all or part of the forest products sold in this agreement prior to the expiration of the Purchaser's operating authority results in substantial injury to the State. The value of the forest products sold under this contract is difficult to determine at the date of breach. The Purchaser's failure to perform disrupts the State's management plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an adequate remedy. Therefore, the Purchaser agrees to pay the State as liquidated damages a sum calculated using the following formula:

$$LD = .35V - ID + C + A$$

Where:

LD = Liquidated Damage value.

V = The value is the unpaid portion of the contract bid price at the time of breach.

ID = Initial Deposit paid at date of contract that has not been applied to timber payments.

C = Charges assessed for contract requirements completed prior to breach of contract but not paid for.

A = Administrative Fee = \$2,500.00.

In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula: $\text{Interest} = r \times LD \times N$.

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

LD = Liquidated damage value.

N = date of breach to time of payment in days.

D-041 Reserve Tree Damage

a. Reserve Trees are trees required and designated for retention within the sale boundary. Purchaser shall protect Reserve Trees from being cut, damaged, or removed during operations. Damage occurs to Reserve Trees when, as a result of purchaser's operations, the Contract Administrator determines one or more of the following has occurred:

One or more trunk scars (exposing the cambium layer) which in total exceeds 100 square inches.

The live crown is reduced by 30 percent of original crown.

One third of the circumference of the root system is damaged such that the cambium layer is exposed.

Removal of designated Reserve Trees from the sale area is unauthorized, and may invoke the use of the G-230 clause. Purchaser is required to leave all original, cut or damaged Reserve Trees on site.

- b.If in the course of Purchaser’s operations, the Contract Administrator determines that a Reserve Tree has been cut, damaged, or removed, the Purchaser shall provide a replacement Reserve Tree of like condition, size, and species within the sale area, as approved by the Contract Administrator to satisfy Reserve Tree requirements.
- c.If the Contract Administrator determines that suitable replacement for a Reserve Tree as described in section (b) of this clause is not possible, the Purchaser agrees to pay the State as Reserve Tree liquidated damages for each Reserve Tree not replaced at the rate of \$500.00.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Victoria Christiansen
Central Regional Manager

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____
_____ to me known to be the
_____ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that
the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule L
HARVESTING SPECIFICATIONS

1. All timber marked with blue paint and/or leave tree boundary tags shall not be considered as sale volume and shall be considered leave trees.
2. Shovel logging shall be in accordance with Shovel Logging Specifications on file at the region office.
3. Lead end suspension required on all cable settings.
4. Yarding shall be suspended when soil rutting exceeds four (4) inches as measured from natural ground line.
5. Any disturbance greater than that mentioned above shall immediately be water barred by hand, grass seeded, and yarding suspended until such time that the Contract Administrator can be shown that future yarding disturbance(s) will be within contract requirements.
6. Any and all snags cut because of safety concerns cannot be removed and must remain where they were felled.
7. Long butts remaining on the sale area must be dispersed as directed by the Contract Administrator.
8. All down timber existing on the day of sale is to remain on the sale area as close as practical to the point of origin.
9. Landing debris shall be piled and a fire trail two (2) feet wide shall be constructed to mineral soil around each landing as directed by the Contract Administrator.
10. A detailed felling and yarding plan, approved in writing by the Contract Administrator, shall be required prior to any harvest activities.
11. Any yarding and/or loading to any road used by the Purchaser to harvest this sale will be repaired at the Purchaser's expense as directed by the Contract Administrator.

PRE-CRUISE NARRATIVE

Sale Name:	Fidget	Region:	Central
App. #:	72853	District:	Black hills
Contact forester:	Jim LeJeune	Phone/location:	(360) 748.2383
Alternate contact:	Dan Smith	Phone/location:	(360) 748.2383

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #	Legal Descr. Sec/Twp/Rng	Grant	Gross acres	Net acres	Method of acreage determination (compass chain traverse, photo, declination used, etc)	Error of closure
1	29 & 32/18N/3W	01		70	laser Traverse, declination 18 E	1:176
R/W	30/18N/3W	01,42		4	laser Traverse, declination 18 E	
Total				74		

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest prescription: (mark leave, take, etc)	Special management areas:	Other conditions (# leave trees, etc.)
1	Leave tree clumps are marked with yellow leave tree area tags, scattered leave trees are marked with blue paint.	500 trees spread between clumps.	700 total leave trees, of which 200 are scattered within the unit.
R/W			

OTHER PRE-CRUISE INFORMATION:

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	2,860 MBF	No gates - unit off the B-8500	
R/W		No gates - unit off the B-8500	

REMARKS:

There is a moderate amount of brush. The unit is on steep ground.

Prepared by: Dan Smith

Title: Forester 1

CC:

Cruise Narrative

Sale Name: Fidget	Region: Central
App. #: 72853	District: Black Hills
Lead cruiser: Burts	Completion date: 03/22/01
Other cruisers on sale: Duncan Kirner Graves	

Unit acreage specifications:

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
01	70	Yes	
02	4	Yes	
Total	74		

Unit cruise specifications:

Unit #	Sample type (VP, FP, ITS,100%)	Expansion factor (BAF, full/half)	Sighting height (4.5 ft, 16 ft.)	Grid size (Plot spacing or % of area)	Plot ratio (cruise: count)	Total number of plots
01	VP	40 F	4.5'	330x165	1 to 1	55
02	VP	40 F	4.5'	Interval	1 to 1	8

Sale/Cruise Description:

Minor species cruise intensity:	Cruise All					
Minimum cruise spec:	6" Top or 40% D.B.H.					
Avg ring count by sp:	DF =	06	WH =	07	SS =	
Leave/take tree description:	Scattered Blue Leave					
Other conditions						

Field observations:

P Line is Adjacent To Rain Drop P.C.

Prepared by: M. Kirner	
Title:	Forest Cruiser
CC:	

Salename: FIDGET	Section: 29	Cruiser: LB. MK. JG. DD.
Appl_No: 72853	Township: 18 North	Cruise Date: 3/22/01
Unit No: Total Cruise	Range: 3 West , W.M.	Grade Zone: WS (1)
Acres: 74.0		Region: Central

Species	GRADES								GRANTS
	1	2	3	4	5	6	7	8	3
DFSG	-	-	-	-	-	82	17	1	100
WH	-	-	-	-	-	67	27	6	100
RC	-	-	-	-	-	-	84	16	100
RA	-	-	-	-	5	13	47	35	100
Totals:									100

Cruise Summary - Scribner Scale

Salename: FIDGET
Appl_No: 72853
Unit No: 1
Acres: 70.0

Section: 29
Township: 18 North
Range: 3 West , W.M.

Cruiser: LB. MK. JG. DD.
Cruise Date: 3/22/01
Grade Zone: WS (1)
Region: Central

Total Plot Count: 55

Species	Count	Cruised	----- C.V. -----		----- SEM -----		SEM
	Trees	TreeCnt	TreeCnt	Ratio	TreeCnt	Ratio	Combined
DFSGD	1	1	0.0	0.0	0.0	0.0	99.9
DFSGG	198	86	58.7	20.5	7.9	2.2	8.2
WHG	32	19	146.8	38.6	19.8	8.9	21.7
RCG	37	35	154.2	46.3	20.8	7.8	22.2
RAG	27	21	203.2	17.6	27.4	3.9	27.7
=====	=====	=====	=====	=====	=====	=====	=====
All	295	162	40.0	25.4	5.4	2.0	5.8

Salename: FIDGET										Section: 29					Cruiser: LB. MK. JG. DD.					
Appl_No: 72853										Township: 18 North					Cruise Date: 3/22/01					
Unit No: 1										Range: 3 West , W.M.					Grade Zone: WS (1)					
Acres: 70.0															Region: Central					
Rec. No.	Sample Type	Plot No.	Grant	Spp	D4h Ht.		Top Fp Dib Ht		Tree Fc	1	2	3	4	5	Volume				Expan. Factor	Tr Ct
										(6)	(7)	(8)	(9)	(10)	Bd. Gross	Ft. Net	Cubic Gross	Ft. Net		
1	VP	1	3	4	18.0	2.5	7	32	74	32/6/0	32/7/0	16/7/1			310	307	74	73	66.33	1
2	VP	1	3	6	27.0	2.6	10	32	76	32/6/0	32/6/0	19/7/1			910	903	175	173	21.56	1
3	VP	1	3	6	23.0	2.7	9	32	76	32/6/0	32/6/0	22/7/2			610	600	132	129	29.72	1
4	VP	1	3	4	23.0	2.6	9	32	74	32/6/0	32/6/0	19/7/1			530	525	116	115	40.62	1
5	VP	1	3	4	24.0	2.5	9	32	74	32/6/0	32/6/0	16/7/0			570	570	124	124	37.31	1
6	VP	1	3	6	19.0	2.5	7	32	76	32/6/0	32/7/0	16/7/0			380	380	84	84	43.55	1
7	VP	1	3	4	21.0	2.2	8	32	74	32/6/0	32/7/0	6/C/0			410	400	89	86	48.73	1
8	VP	2	3	6	Tree Count Only Record															2
9	VP	2	3	4	Tree Count Only Record															1
10	VP	3	3	4	16.0	2.3	6	32	74	32/6/0	32/7/0	9/7/0			220	220	54	54	83.95	1
11	VP	3	3	4	23.0	2.5	9	32	74	32/6/0	32/6/0	16/7/2			520	512	114	112	40.62	1
12	VP	3	3	12	24.0	2.2	9	32	68	32/7/1	32/7/0	6/C/0			470	428	112	101	17.13	1
13	VP	3	3	6	23.0	2.3	9	32	76	32/6/1	32/6/0	9/7/0			530	493	116	109	29.72	1
14	VP	3	3	4	19.0	2.4	7	32	74	32/6/0	32/7/0	12/7/1			300	298	75	74	59.53	1
15	VP	3	3	6	15.0	2.0	6	32	76	32/7/0	32/7/1				190	185	46	45	69.87	1
16	VP	3	3	4	20.0	2.3	8	32	74	32/6/0	32/7/0	9/7/1			360	359	82	81	53.73	1
17	VP	4	3	4	Tree Count Only Record															7
18	VP	4	3	12	22.0	1.5	8	32	68	32/7/1	16/7/1				260	234	71	64	20.39	1
19	VP	5	3	4	20.0	2.2	8	32	74	32/6/0	32/7/0	6/C/0			330	320	78	75	53.73	1
20	VP	5	3	6	8.0	.5	6	17	75	16/8/0					20	20	5	5	245.64	1
21	VP	5	3	4	25.0	2.0	10	32	74	32/6/0	32/7/1				550	538	118	114	34.38	1
22	VP	101	3	4	31.0	2.9	12	32	74	32/6/0	32/6/0	28/7/0			1240	1240	234	234	22.36	1
23	VP	101	3	4	28.0	2.9	11	32	74	32/6/0	32/6/0	28/7/0			1000	1000	191	191	27.41	1
24	VP	101	3	4	18.0	2.6	7	32	74	32/6/0	32/7/0	19/7/1			310	307	75	74	66.33	1
25	VP	101	3	36	12.0	1.8	6	32	73	32/7/2	25/8/3				100	77	26	20	83.34	1
26	VP	102	3	12	10.0	.5	6	17	60	16/8/2					20	16	7	6	98.68	1
27	VP	102	3	36	14.0	1.7	6	32	73	32/7/0	22/8/0				150	150	35	35	61.23	1
28	VP	102	3	4	Tree Count Only Record															6
29	VP	103	3	36	13.0	1.4	6	32	73	32/7/1	12/8/2				100	89	26	23	71.01	1
30	VP	103	3	12	9.0	.5	6	17	67	16/8/0					20	20	6	6	121.82	1
31	VP	103	3	4	31.0	2.6	12	32	74	32/6/0	32/6/0	19/7/0			1130	1130	217	217	22.36	1
32	VP	103	3	12	19.0	1.5	7	32	68	32/7/0	16/7/2				190	184	53	51	27.33	1
33	VP	104	3	4	Tree Count Only Record															3
34	VP	104	3	12	11.0	.5	6	17	55	16/8/1					20	18	8	7	81.55	1
35	VP	105	3	36	10.0	1.4	6	32	73	32/8/0	12/8/3				70	67	16	15	120.01	1

Date: 4/11/20
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Cruiser: LB. MK. JG. DD.
Cruise Date: 3/22/01
Grade Zone: WS (1)
Region: Central

Date: 4/11/20
Page: 3

Cruiser: LB. MK. JG. DD.
Cruise Date: 3/22/01
Grade Zone: WS (1)
Region: Central

Rec. No.	Sample Type	Plot No.	Grant	Spp					1 (6)	2 (7)	3 (8)	4 (9)	5 (10)	----- Volume -----							
					D4h	Ht.	Top Dib	Fp Ht						Tree Fc	Bd. Gross	Ft. Net	Cubic Gross	Ft. Net	Expan. Factor	Tr Ct	
69	VP	116	3	12	13.0	.5	6	17	46	16/8/1					20	18	12	11	58.39	1	
70	VP	116	3	36	12.0	1.9	6	32	73	32/8/0	28/8/5				100	85	27	22	83.34	1	
71	VP	116	3	6	8.0	.5	6	17	75	16/8/1					20	18	5	4	245.64	1	
72	VP	116	3	36	19.0	2.0	7	32	73	32/6/1	32/8/2				250	219	67	58	33.24	1	
73	VP	116	3	36	17.0	1.9	6	32	73	32/7/0	28/8/1				190	187	53	52	41.53	1	
74	VP	116	3	36	21.0	2.3	8	32	73	32/5/1	32/7/0	9/8/1			410	381	94	87	27.21	1	
75	VP	201	3	4	32.0	2.2	12	32	74	32/6/1	32/6/0	6/7/0			1060	985	206	193	20.99	1	
76	VP	201	3	6	28.0	2.2	11	32	76	32/6/1	32/7/0	6/C/0			820	739	168	152	20.05	1	
77	VP	201	3	12	24.0	1.5	9	32	68	32/7/0	16/7/0				360	360	88	88	17.13	1	
78	VP	201	3	12	23.0	1.5	9	32	68	32/7/0	16/7/0				320	320	79	79	18.65	1	
79	VP	201	3	36	16.0	1.5	6	32	73	32/7/1	16/8/0				160	146	41	38	46.88	1	
80	VP	202	3	4	Tree Count Only Record																4
81	VP	203	3	4	33.0	1.5	13	32	74	32/7/2	16/C/0				850	600	166	108	19.73	1	
82	VP	203	3	6	23.0	1.5	9	32	76	32/6/0	16/7/0				410	410	89	89	29.72	1	
83	VP	204	3	4	Tree Count Only Record																2
84	VP	204	3	6	Tree Count Only Record																1
85	VP	204	3	36	Tree Count Only Record																5
86	VP	205	3	4	35.0	2.5	14	32	74	32/6/1	32/6/1	16/7/2			1460	1303	266	237	17.54	1	
87	VP	205	3	4	29.0	2.8	11	32	74	32/6/0	32/6/1	25/7/0			1030	998	200	193	25.55	1	
88	VP	205	3	4	31.0	2.7	12	32	74	32/6/0	32/6/0	22/7/0			1150	1150	221	221	22.36	1	
89	VP	205	3	4	23.0	2.7	9	32	74	32/6/0	32/6/0	22/7/2			560	550	122	119	40.62	1	
90	VP	205	3	6	19.0	2.2	7	32	76	32/6/0	32/7/1	6/7/0			330	321	77	74	43.55	1	
91	VP	206	3	4	Tree Count Only Record																3
92	VP	206	3	6	Tree Count Only Record																1
93	VP	206	3	36	Tree Count Only Record																1
94	VP	207	3	4	30.0	3.0	12	32	74	32/6/0	32/6/0	32/7/0			1200	1200	229	229	23.88	1	
95	VP	207	3	4	20.0	2.5	8	32	74	32/6/0	32/7/0	16/7/0			380	380	85	85	53.73	1	
96	VP	207	3	4	20.0	2.6	8	32	74	32/6/0	32/7/0	19/7/0			410	410	91	91	53.73	1	
97	VP	207	3	4	22.0	2.7	8	32	74	32/6/0	32/6/0	22/7/2			520	512	113	110	44.40	1	
98	VP	207	3	4	32.0	3.0	12	32	74	32/6/0	32/6/1	32/7/2			1390	1310	259	242	20.99	1	
99	VP	207	3	12	14.0	1.2	6	32	68	32/7/0	6/7/0				100	100	26	26	50.35	1	
100	VP	207	3	12	14.0	1.2	6	32	68	32/7/0	6/7/0				100	100	26	26	50.35	1	
101	VP	207	3	12	13.0	1.0	6	32	52	32/7/0					50	50	19	19	58.39	1	
102	VP	207	3	12	20.0	1.3	8	32	68	32/7/0	9/7/0				200	200	55	55	24.67	1	
103	VP	208	3	4	Tree Count Only Record																3
104	VP	208	3	6	Tree Count Only Record																2

Salename: FIDGET
Appl_No: 72853
Unit No: 1
Acres: 70.0

Section: 29
Township: 18 North
Range: 3 West , W.M.

Cruiser: LB. MK. JG. DD.
Cruise Date: 3/22/01
Grade Zone: WS (1)
Region: Central

Rec. No.	Sample Type	Plot No.	Grant	Spp	D4h	Ht.	Top Fp Tree			1	2	3	4	5	----- Volume -----					Tr Ct
							Dib	Ht	Fc	(6) Len/G/D	(7) Len/G/D	(8) Len/G/D	(9) Len/G/D	(10) Len/G/D	Bd. Gross	Ft. Net	Cubic Gross	Ft. Net	Expan. Factor	
105	VP	209	3	4	28.0	2.2	11	32	74	32/6/0	32/7/0	6/7/0			770	770	156	156	27.41	1
106	VP	209	3	3	21.0	2.0	8	32	74	32/6/3	32/7/5				350	231	82	52	21.17	1
107	VP	209	3	12	10.0	.5	6	17	60	16/8/0					20	20	7	7	98.68	1
108	VP	209	3	12	30.0	1.2	12	32	62	32/7/0	6/7/0				460	460	117	117	10.96	1
109	VP	210	3	4	Tree Count Only Record															9
110	VP	210	3	6	Tree Count Only Record															2
111	VP	211	3	12	22.0	1.5	8	32	68	32/7/0	16/7/0				260	260	71	71	20.39	1
112	VP	211	3	12	20.0	1.5	8	32	68	32/7/0	16/7/0				220	220	60	60	24.67	1
113	VP	211	3	12	9.0	.5	6	17	67	16/8/0					20	20	6	6	121.82	1
114	VP	211	3	12	13.0	1.3	6	32	68	32/7/0	9/7/0				80	80	23	23	58.39	1
115	VP	211	3	12	21.0	1.5	8	32	68	32/7/0	16/7/0				260	260	67	67	22.38	1
116	VP	212	3	4	Tree Count Only Record															5
117	VP	212	3	12	Tree Count Only Record															1
118	VP	213	3	4	21.0	1.7	8	32	74	32/6/0	22/7/0				320	320	73	73	48.73	1
119	VP	213	3	4	24.0	2.0	9	32	74	32/6/0	32/7/2				460	442	106	99	37.31	1
120	VP	213	3	4	25.0	2.2	10	32	74	32/6/0	32/7/0	6/7/0			590	590	124	124	34.38	1
121	VP	213	3	4	24.0	2.0	9	32	74	32/6/0	32/7/0				460	460	106	106	37.31	1
122	VP	213	3	4	21.0	2.1	8	32	74	32/6/0	32/7/0	3/C/0			370	370	85	84	48.73	1
123	VP	214	3	4	Tree Count Only Record															5
124	VP	214	3	12	Tree Count Only Record															1
125	VP	301	3	4	26.0	3.3	10	32	74	32/6/2	32/6/2	32/7/3	9/C/0		970	738	186	140	31.79	1
126	VP	301	3	36	12.0	1.3	6	32	73	32/8/1	9/8/2				80	71	21	18	83.34	1
127	VP	301	3	4	24.0	3.2	9	32	74	32/6/0	32/6/0	32/7/0	6/7/0		730	730	149	149	37.31	1
128	VP	301	3	4	33.0	3.0	13	32	74	32/6/1	32/6/2	32/7/1			1480	1284	275	239	19.73	1
129	VP	301	3	4	38.0	3.2	15	32	74	32/6/1	32/6/4	32/7/4	6/C/0		2220	1632	379	277	14.88	1
130	VP	302	3	4	Tree Count Only Record															4
131	VP	303	3	12	12.0	.7	6	23	50	22/7/0					30	30	12	12	68.53	1
132	VP	303	3	4	30.0	2.5	12	32	74	32/6/1	32/7/0	16/7/0			1070	1003	203	191	23.88	1
133	VP	303	3	12	24.0	1.5	9	32	68	32/7/1	16/7/0				360	328	88	81	17.13	1
134	VP	304	3	4	Tree Count Only Record															4
135	VP	304	3	12	10.0	.5	6	17	60	16/7/0					20	20	7	7	98.68	1
136	VP	304	3	12	10.0	.5	6	17	60	16/7/0					20	20	7	7	98.68	1
137	VP	305	3	4	32.0	2.3	12	32	74	32/6/1	32/7/1	9/7/0			1110	1003	213	193	20.99	1
138	VP	305	3	4	30.0	2.5	12	32	74	32/6/1	32/6/0	16/7/0			1070	1003	203	191	23.88	1

Date: 4/11/20
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Cruiser: LB. MK. JG. DD.
Cruise Date: 3/22/01
Grade Zone: WS (1)
Region: Central

Salename: FIDGET										Section: 29					Cruiser: LB. MK. JG. DD.					
Appl_No: 72853										Township: 18 North					Cruise Date: 3/22/01					
Unit No: 1										Range: 3 West , W.M.					Grade Zone: WS (1)					
Acres: 70.0															Region: Central					
															----- Volume -----					
Rec. No.	Sample Type	Plot No.	Grant	Spp	D4h	Ht.	Top Dib	Fp Ht	Tree Fc	1 (6) Len/G/D	2 (7) Len/G/D	3 (8) Len/G/D	4 (9) Len/G/D	5 (10) Len/G/D	Bd. Ft. Gross	Ft. Net	Cubic Ft. Gross	Ft. Net	Expan. Factor	Tr Ct
175	VP	313	3	4	Tree Count Only Record															1
176		314			Plot Count Only Record															
177	VP	315	3	6	Tree Count Only Record															1
178	VP	315	3	4	Tree Count Only Record															4
179	VP	316	3	6	16.0	1.0	6	32	45	32/7/1					50	45	28	25	61.41	1
180	VP	316	3	4	24.0	2.5	9	32	74	32/6/0	32/6/0	16/7/0			570	570	124	124	37.31	1
181	VP	316	3	12	10.0	.5	6	17	60	16/8/0					20	20	7	7	98.68	1
182	VP	316	3	12	21.0	1.0	8	32	44	32/7/0					70	70	46	46	22.38	1
183	VP	316	3	4	26.0	2.5	10	32	74	32/6/0	32/6/1	16/7/0			770	747	152	147	31.79	1
184	VP	316	3	4	16.0	1.4	6	32	74	32/7/1	12/8/0				150	136	39	36	83.95	1
185	VP	317	3	4	Tree Count Only Record															7
186	VP	318	3	4	28.0	2.7	11	32	74	32/6/0	32/6/0	22/7/0			930	930	180	180	27.41	1
187	VP	318	3	4	14.0	1.5	6	32	74	32/8/1	16/8/1				140	126	33	29	109.65	1
188	VP	318	3	4	20.0	2.8	8	32	74	32/6/0	32/7/0	25/7/0			420	420	94	94	53.73	1
189	VP	318	3	6	8.0	.5	6	17	75	16/8/0					20	20	5	5	245.64	1
190	VP	318	3	4	18.0	2.2	7	32	74	32/6/0	32/7/0	6/7/0			270	270	67	67	66.33	1
191	VP	318	3	4	26.0	3.0	10	32	74	32/6/1	32/6/3	32/7/2			880	724	172	140	31.79	1
192	VP	318	3	4	28.0	3.0	11	32	74	32/6/0	32/6/0	32/7/0			1020	1020	196	196	27.41	1
193	VP	318	3	4	18.0	2.3	7	32	74	32/6/0	32/7/0	9/7/0			290	290	71	71	66.33	1
194	VP	319	3	4	Tree Count Only Record															8
195	VP	319	3	36	18.0	1.8	7	32	73	32/7/3	25/8/2				200	144	55	40	37.04	1
196	VP	320	3	4	22.0	2.3	8	32	74	32/6/0	32/6/0	9/7/0			470	470	102	102	44.40	1
197	VP	320	3	4	22.0	2.5	8	32	74	32/6/0	32/6/0	16/7/0			490	490	106	106	44.40	1
198	VP	320	3	4	27.0	2.5	10	32	74	32/6/0	32/6/0	16/7/0			770	770	156	156	29.48	1
199	VP	320	3	4	30.0	2.5	12	32	74	32/6/0	32/6/0	16/7/0			1070	1070	203	203	23.88	1
200	VP	320	3	4	18.0	2.0	7	32	74	32/6/0	32/7/0				250	250	64	64	66.33	1
201	VP	320	3	4	22.0	2.3	8	32	74	32/6/0	32/6/0	9/7/0			470	470	102	102	44.40	1

END OF CRUISE DATA

Cruise Specifications and Computation Controls

Salename: FIDGET
Appl_No: 72853
Unit No: 1
Acres: 70.0

Section: 29
Township: 18 North
Range: 3 West , W.M.

Cruiser: LB. MK. JG. DD.
Cruise Date: 3/22/01
Grade Zone: WS (1)
Region: Central

Westside Grading Rules Used For All Species

Species	Cruised Tree Controls							Constants		Expansion Controls							
	Fp	Form	Top-	\	\	Segment	D+B	Bark	Lbs/ Cf	Sample	Exp/Ba	Vp	Tree	Cr. Tree	Dib		
	Ht	\	\	Dia	%	Len	Trim									%	Ratio
DFSGD(3)	32	74	6	40	32	1.0	0	0.920	52	VP	40.00	F	4	1	1		
DFSGG(4)	32	74	6	40	32	1.0	0	0.920	52	VP	40.00	F	4	198	86		
WHG (6)	32	76	6	40	32	1.0	0	0.944	52	VP	40.00	F	4	32	19		
RCG (12)	32	68	6	40	32	1.0	0	0.951	48	VP	40.00	F	4	37	35		
RAG (36)	32	73	6	40	32	1.0	0	0.953	46	VP	40.00	F	4	27	21		
														=====	=====		
														Total Trees:		295	162
														Plots Counted: 55			

Salename: FIDGET R/W									Section: 29									Cruiser: B.D.K.G.			
Appl_No: 72853									Township: 18 North									Cruise Date: 3/22/01			
Unit No: 2									Range: 3 West , W.M.									Grade Zone: WS (1)			
Acres: 4.0																		Region: Central			
Average Tree				Average Log				Totals												Sample Anal	
Feet																					
D4h of Gross Net				Dib Len Gross Net				Spcl												Spp	
(In) Logs (Board Feet)				(In) (Ft) (Board Feet)				Cull Cull Cull												Net %	
								Mbf Mbf Mbf												Mbf Net	
Species								Trees Logs Mbf Mbf Mbf												Sample Type SEM	
DFSGG 4				26.8 80 774 703				14.9 27 263 239				159 467 123 - - 11 112 112 66				VP 20.5					
WHG 6				17.6 62 260 245				10.3 27 111 105				190 442 49 - - 3 47 47 27				VP 33.2					
RCG 12				17.0 22 30 30				6.0 22 30 30				13 13 0 - - - 0 0 0				VP					
RAG 36				13.0 57 129 106				7.6 27 60 50				108 230 14 - - 2 11 11 7				VP 52.2					
All				20.4 66 397 362				11.9 27 162 148				469 1152 186 - - 16 170				12.3					
Percent Total Defect:				9				Per Acre:				117 288 46.6				42.5					

Species	GRADES								GRANTS
	1	2	3	4	5	6	7	8	3
DFSG	-	-	-	-	-	93	7	-	100
WH	-	-	-	-	-	72	28	-	100
RC	-	-	-	-	-	-	100	-	100
RA	-	-	-	-	-	16	23	61	100
								Totals:	100

Cruise Summary - Scribner Scale

Salename: FIDGET R/W
Appl_No: 72853
Unit No: 2
Acres: 4.0

Section: 29
Township: 18 North
Range: 3 West , W.M.

Cruiser: B.D.K.G.
Cruise Date: 3/22/01
Grade Zone: WS (1)
Region: Central

Total Plot Count: 8

Species	Count	Cruised	----- C.V. -----		----- SEM -----		SEM
	Trees	TreeCnt	TreeCnt	Ratio	TreeCnt	Ratio	Combined
DFSGG	31	14	55.9	19.9	19.8	5.3	20.5
WHG	16	8	88.6	30.9	31.3	10.9	33.2
RCG	1	1	88.6	30.9	31.3	10.9	99.9
RAG	5	5	146.6	14.7	51.8	6.6	52.2
=====	=====	=====	=====	=====	=====	=====	=====
All	53	28	32.2	24.4	11.4	4.6	12.3

Salename: FIDGET R/W
Appl_No: 72853
Unit No: 2
Acres: 4.0

Section: 29
Township: 18 North
Range: 3 West , W.M.

Cruiser: B.D.K.G.
Cruise Date: 3/22/01
Grade Zone: WS (1)
Region: Central

Rec. No.	Sample Type	Plot No.	Grant	Spp				Top Dib	Fp Ht	Tree Fc	1	2	3	4	5	----- Volume -----				Expan. Factor	Tr Ct
					D4h	Ht.					(6) Len/G/D	(7) Len/G/D	(8) Len/G/D	(9) Len/G/D	(10) Len/G/D	Bd. Gross	Ft. Net	Cubic Gross	Ft. Net		
1	VP	1	3	36	17.0	2.0	6	32	72		32/6/1	32/8/1				210	189	55	49	12.69	1
2	VP	1	3	4	24.0	2.5	9	32	74		32/6/1	32/6/0	16/7/0			570	533	124	117	14.10	1
3	VP	1	3	4	29.0	2.3	11	32	74		32/6/0	32/C/0	9/C/0			870	610	175	107	9.66	1
4	VP	1	3	6	23.0	2.3	9	32	75		32/6/0	32/6/0	9/7/1			530	528	116	115	13.86	1
5	VP	1	3	6	18.0	2.4	7	32	75		32/6/0	32/7/0	12/7/1			300	298	72	71	22.64	1
6	VP	1	3	4	25.0	2.5	10	32	74		32/6/0	32/6/0	16/7/0			680	680	138	138	12.99	1
7	VP	1	3	36	12.0	2.0	6	32	72		32/8/1	32/8/2				120	103	28	24	25.47	1
8	VP	1	3	4	31.0	2.5	12	32	74		32/6/2	32/6/0	16/7/2			1070	920	208	180	8.45	1
9	VP	2	3	4	Tree Count Only Record																3
10	VP	2	3	6	Tree Count Only Record																5
11	VP	3	3	6	17.0	2.5	6	32	75		32/6/0	32/7/0	16/7/1			270	268	66	65	25.38	1
12	VP	3	3	6	21.0	2.5	8	32	75		32/6/0	32/6/0	16/7/1			450	447	100	99	16.63	1
13	VP	3	3	6	20.0	2.3	8	32	75		32/6/1	32/7/0	9/7/0			360	337	85	80	18.34	1
14	VP	3	3	4	23.0	2.9	9	32	74		32/6/1	32/6/0	28/7/0			580	548	126	119	15.35	1
15	VP	3	3	4	32.0	2.7	12	32	74		32/6/1	32/6/1	22/7/1			1290	1161	239	215	7.93	1
16	VP	3	3	6	12.0	1.0	6	32	57		32/7/2					50	40	17	14	50.93	1
17	VP	4	3	4	Tree Count Only Record																8
18	VP	4	3	6	Tree Count Only Record																2
19	VP	5	3	12	17.0	.7	6	23	40		22/7/0					30	30	23	23	12.69	1
20	VP	5	3	4	25.0	2.4	10	32	74		32/6/0	32/6/0	12/7/1			660	656	135	134	12.99	1
21	VP	5	3	4	31.0	2.5	12	32	74		32/6/0	32/6/0	16/7/2			1070	1054	208	204	8.45	1
22	VP	5	3	6	17.0	1.8	6	32	75		32/6/0	25/7/1				190	187	51	50	25.38	1
23	VP	5	3	6	21.0	2.2	8	32	75		32/6/3	32/7/0	6/C/0			410	316	92	72	16.63	1
24	VP	5	3	4	25.0	2.5	10	32	74		32/6/3	32/C/0	16/C/0			680	301	138	55	12.99	1
25	VP	6	3	4	Tree Count Only Record																5
26	VP	7	3	36	14.0	1.5	6	32	72		32/7/0	16/8/5				110	100	30	27	18.71	1
27	VP	7	3	36	16.0	2.3	6	32	72		32/7/5	32/8/0	9/C/0			220	140	54	34	14.32	1
28	VP	7	3	4	33.0	2.5	13	32	74		32/6/0	32/6/0	16/7/1			1280	1270	241	239	7.46	1
29	VP	7	3	4	24.0	2.5	9	32	74		32/6/0	32/6/0	16/7/0			570	570	124	124	14.10	1
30	VP	7	3	4	22.0	2.3	8	32	74		32/6/0	32/6/0	9/7/1			470	469	102	101	16.78	1
31	VP	7	3	4	32.0	2.8	12	32	74		32/6/0	32/6/0	25/7/1			1300	1288	243	240	7.93	1
32	VP	7	3	4	29.0	2.0	11	32	74		32/6/0	32/7/1				750	736	157	152	9.66	1
33	VP	8	3	6	Tree Count Only Record																1
34	VP	8	3	4	Tree Count Only Record																1
35	VP	8	3	36	10.0	1.5	6	32	72		32/8/0	16/8/5				80	70	18	15	36.67	1

END OF CRUISE DATA

Cruise Specifications and Computation Controls

Salename: FIDGET R/W	Section: 29	Cruiser: B.D.K.G.
Appl_No: 72853	Township: 18 North	Cruise Date: 3/22/01
Unit No: 2	Range: 3 West , W.M.	Grade Zone: WS (1)
Acres: 4.0		Region: Central

Westside Grading Rules Used For All Species

Species	Cruised Tree Controls							Constants		Expansion Controls					
	Fp	Form	Top-\ \	Segment	D+B			Bark	Lbs/	Sample	Exp/Ba	Vp	Tree	Cr. Tree	Dib
	Ht \	\	Dia %	Len	Trim	%		Ratio	Cf	Type	Factor	Size-Ht	Count	Count	Class
DFS GG(4)	32	74	6 40	32	1.0	0		0.920	52	VP	40.00	F 4	31	14	
WHG (6)	32	75	6 40	32	1.0	0		0.944	52	VP	40.00	F 4	16	8	
RCG (12)	32	68	6 40	32	1.0	0		0.951	48	VP	40.00	F 4	1	1	
RAG (36)	32	72	6 40	32	1.0	0		0.953	46	VP	40.00	F 4	5	5	
													=====	=====	
													Total Trees:	53	28
													Plots Counted: 8		

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
CENTRAL REGION

FIDGET

ROAD PLAN

SECTION 19, 20, 27, 28, 29 TOWNSHIP 18 NORTH, RANGE 03 WEST, W.M.
THURSTON COUNTY

BLACK HILLS DISTRICT

AGREEMENT NO.: 30-072853

CONTRACT ADMINISTRATOR: Jim LeJeune

DATE: 03/01/2001

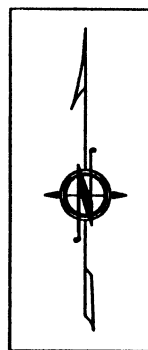
STAFF ENGINEER: Terry Orton

APPROVED BY: *[Signature]*

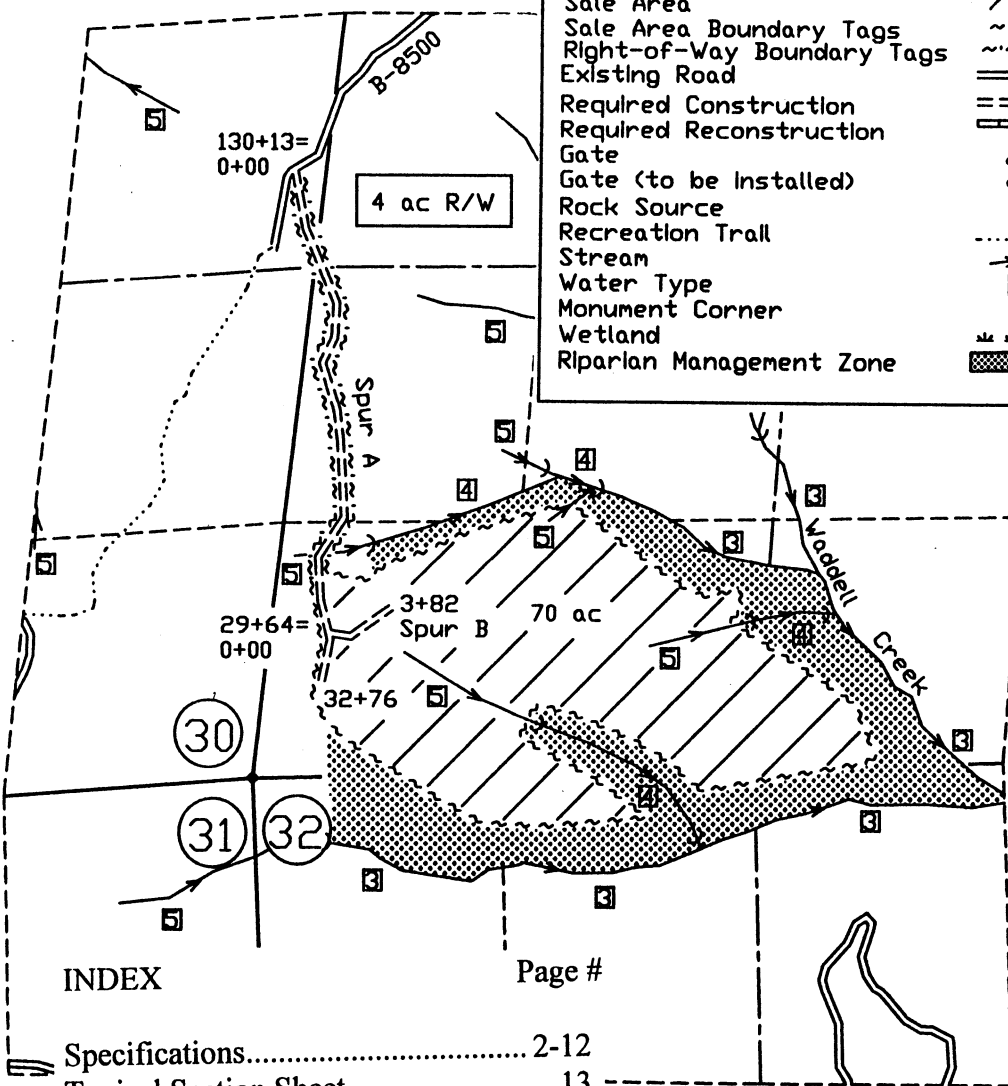
DRAWN & COMPILED BY: Alicia Compton

LEGEND

Sale Area	////
Sale Area Boundary Tags	~~~~
Right-of-Way Boundary Tags	~~~~~
Existing Road	==
Required Construction	==
Required Reconstruction	==
Gate	==
Gate (to be Installed)	==
Rock Source	==
Recreation Trail	==
Stream	==
Water Type	==
Monument Corner	==
Wetland	==
Riparian Management Zone	==



SCALE: 1" = 1,000'
Drawn By: JAD
Date: April 2, 2001

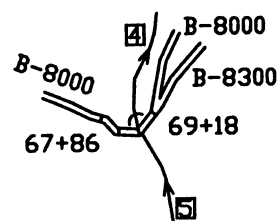


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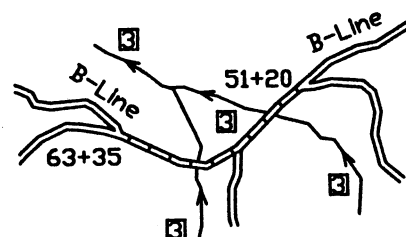
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Sec 21, T18N, R03W, W.M.



Sec 19, T18N, R03W, W.M.



SECTION 0 - SCOPE OF PROJECT

This project includes but is not limited to construction including:

- clearing;
- grubbing;
- right-of-way debris disposal;
- excavation and/or embankment to subgrade;
- landing construction;
- acquisition and installation of drainage structures;
- acquisition, manufacture, and application of rock;
- grass seeding.

This project also includes but is not limited to reconstruction including:

- clearing existing excavation and embankment slopes;
- grubbing existing excavation and embankment slopes;
- right-of-way debris disposal;
- constructing ditches;
- acquisition and application of ASPHALT CONCRETE CLASS 'A';
- replacement of existing drainage structures;
- widening road segments;
- grading and shaping existing road surface and turnouts;
- constructing additional turnouts;
- compaction of road surface;
- acquisition, manufacture, and application of rock;
- grass seeding.

This project also includes but is not limited to pre-haul maintenance including:

- cleaning ditches;
- cleaning culvert inlets and outlets;
- grading and shaping existing road surface and turnout.

SECTION 1 - GENERAL CLAUSES

1.1-1

Clauses in this plan apply to all construction, reconstruction, or pre-haul maintenance including landings unless otherwise noted.

1.1-2

Construction, reconstruction, or pre-haul maintenance of the following roads is required. All roads shall be constructed, reconstructed, or pre-haul maintained on the State's location and in accordance with this Road Plan.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
B-Line	51+20 to 63+35	Reconstruction
B-8000	67+86 to 69+18	Reconstruction
B-8500	0+00 to 130+13	Pre-haul maintenance
Spur 1A	0+00 to 32+76	Construction
Spur 1B	0+00 to 3+82	Construction

1.1-4

If the Purchaser desires a road location or design change, a revised Road Plan shall be submitted to the State for consideration.

1.1-5

On this plan quantities are minimum acceptable values. Additional quantities required by the State because of hidden conditions or Purchaser's choice of construction season or techniques shall be at the Purchaser's expense. Hidden conditions include, but are not limited to: solid subsurface rock, subsurface springs, saturated ground, and unstable soil.

1.2-1

The construction, reconstruction, or pre-haul maintenance of any roads specified herein shall not be permitted between September 30 and May 1 unless authority to do so is granted, in writing, by the Contract Administrator.

1.2-2

Purchaser shall not use roads constructed, reconstructed, or pre-haul maintained under this Road Plan for hauling, other than timber cut on the right-of-way, without written approval from the Contract Administrator.

1.2.1-1

Pioneering shall not extend past construction that will be completed during the current construction season. Drainage shall be provided on all uncompleted construction as approved, in writing, by the Contract Administrator.

Clearing and grubbing shall be completed prior to starting excavation and embankment.

Culvert placement in live streams shall precede embankment where culverts are to be placed along natural ground.

Culverts shall be installed in completed subgrade as construction progresses.

Subgrade, ditches, and culvert installations shall be completed and are subject to written approval by the Contract Administrator prior to rock application and/or timber haul.

1.3-1A

Hauling shall be suspended when wheel track rutting exceeds 6 inches unless Purchaser elects to correct the situation at his/her own expense. Corrective measures and continued operations are subject to written approval by the Contract Administrator.

1.4-3

Reference points (R.P.'s) that are moved or damaged at any time during construction shall be reset in their original locations by the Purchaser. Excavation and embankment shall not proceed on road segments controlled by said R.P.'s until all moved or damaged R.P.'s are reset.

1.5-1

Maintenance on roads listed in Contract Clauses C-50 (Purchaser Road Maintenance and Repair) and C-60 (Designated Road Maintainer) shall be performed in accordance with Forest Access Road Maintenance Specifications.

1.5-3

Snowplowing shall not be permitted unless authorized, in writing, by the Contract Administrator.

SECTION 2 - CLEARING

2.1-1

Fell all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries or if not marked in the field, between clearing limits specified on TYPICAL SECTION SHEET.

SECTION 3 - GRUBBING

3-1

All stumps shall be removed that fall between grubbing limits shown on the TYPICAL SECTION SHEET. Those outside the grubbing limits but with undercut roots shall also be removed.

3-2

Grubbing limits are defined as the entire area between the external limits shown on the TYPICAL SECTION SHEET.

SECTION 4 - DEBRIS DISPOSAL AND REMOVAL

4.1-1

Right-of-way debris is defined as all nonmerchantable vegetative material larger than one cubic foot in volume within the grubbing limits.

4.1-2

All right-of-way debris disposal shall be completed prior to the application of rock and/or timber haul.

4.2.3-3

Right-of-way debris shall not be placed against standing timber.

4.2.3-4

Right-of-way debris shall be scattered outside the grubbing limits.

SECTION 5 - EXCAVATION

5.1-1

Roads shall be constructed or reconstructed in accordance with dimensions shown on the TYPICAL SECTION SHEET.

5.1-3

Road grade and alignment shall conform to the State's marked location. Grade and alignment shall have smooth continuity without abrupt changes in direction. Maximum grades are: 18 percent favorable and 12 percent adverse. Minimum radius curve is 60 feet.

5.1-4

Minimum extra widening on the inside of curves shall be:

5 feet extra	80 to 100 foot radius curve
7 feet extra	60 to 80 foot radius curve

5.1-5

Curve widening, where required, shall be added to the inside of curves.

5.1-7

Roads shall be constructed or reconstructed to the dimensions shown on the TYPICAL SECTION SHEET, within the tolerance listed below. Tolerance classes for each road are listed on the TYPICAL SECTION SHEET.

Tolerance Class	A	B	C
Road Width (feet)	+1.5	+1.5	+2.0
Subgrade elevation (feet +/-)	0.5	1.0	2.0
Centerline alignment (feet lt./rt.)	1.0	1.5	3.0

5.1-8

Excavation slopes shall be constructed no steeper than shown on the following table:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>
Common Earth (on side slopes of 55%)	1:1
Common Earth (55% to 70% sideslopes)	¾:1
Common Earth (on slopes over 70%)	½:1
Fractured or loose rock	½:1
Hardpan or solid rock	¼:1

5.1-8E

On the following road, Purchaser shall reconstruct the subgrade to provide enough width for a one foot shoulder on each side of the asphalt concrete pavement.

<u>Road</u>	<u>Stations</u>
B-Line	52+70 to 61+85

5.1-9
Excavation and embankment slopes shall be constructed to a uniform line and left rough for easier revegetation.

5.1-10
Embankments shall be widened as follows:

<u>Height at Centerline</u>	<u>Subgrade Widening</u>
Less than 6 feet	2 feet
6 feet or over	4 feet

5.1-11
Embankment slopes shall be constructed no steeper than shown on the following table:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>
Common Earth and Rounded Gravel	1 ½:1
Angular Rock	1 ¼:1
Sandy Soils.	2:1

5.1-12
Organic material shall be excluded from embankment.

5.1-15B
Except as described in 5.1-16C, waste material may be deposited adjacent to the road prism on side slopes up to 45 percent if the waste material is compacted and more than 100 feet away from live streams. On side slopes between 45 and 55 percent, all excavation not needed for embankment shall be end hauled or pushed to designated embankment sites. On side slopes of 55 percent or more, all excavation shall be end hauled or pushed to designated embankment sites. All waste embankments shall be compacted in layers not exceeding 2 feet.

5.1-15C
When constructing landings, waste material and embankment shall not be placed on side slopes steeper than 45%.

5.1-16B
The amount of material to be contained in a waste area shall be at the discretion of the Contract Administrator.

5.1-16C
On the following road, all excavated material not suitable for embankment as directed by the Contract Administrator, shall be end hauled to designated waste areas.

<u>End Haul/Waste Material Disposal</u>				
<u>Road</u>	<u>End Haul Stations</u>	<u>Waste Area Station (s)</u>	<u>Location</u>	<u>Remarks</u>
B-Line	53+60 to 54+20	52+70	Right side	Use material for select borrow as directed by Contract Administrator
B-8000	67+86 to 69+18	60+72	Left side	“ “

5.1-18
Select borrow shall contain no more than 5% dirt, vegetative debris, or other waste material by volume.

5.1-19
Select borrow shall be used at the following locations:

<u>Road</u>	<u>Stations</u>	<u>Source</u>
B-Line	53+60 to 54+20	Existing fill & Perry Creek Quarry
B-8000	67+86 to 69+18	Existing fill & B-8100 @ 0+25, right side

5.1-21
Waste material shall not be deposited within 50 feet of a cross drain culvert installation.

5.1-23
Turnout locations noted on this plan are approximate. Locations shall be adjusted to fit with final subgrade alignment and sight distances. Location shall be subject to approval by the Contract Administrator.

5.1-25

Turnarounds shall be no larger than 30 feet long and 30 feet wide. Location shall be subject to approval by the Contract Administrator.

5.2-1

Road pioneering operations shall not undercut the final cut slope, deposit excavated material outside the grubbing limits, or restrict drainage.

5.3-1

All embankment and waste material shall be compacted. The minimum acceptable compaction is achieved by placing embankments in 2 foot or shallower lifts and routing excavation equipment over entire width of the lifts.

5.3-2B

On the following roads, all embankment shall be compacted full width in 12 inch lifts by three coverages with a vibratory drum roller weighing at least 14,000 pounds at a maximum operating speed of 3 mph. For embankment segments too narrow to accommodate a drum roller, a plate compactor shall be used. With a plate compactor three full coverages shall be made in 12 inch lifts.

<u>Road</u>	<u>Stations</u>
B-Line	53+60 to 54+20
B-8000	67+86 to 69+18

5.4-1

Silt-bearing runoff shall not be permitted to go into streams.

5.4-2

Accomplish sediment removal through silt traps, silt fences, settling ponds, or other methods as approved, in writing, by the Contract Administrator.

5.4-3A

On the following roads, Purchaser shall furnish and evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 40 pounds per acre. The date of application is subject to approval by the Contract Administrator.

<u>Mixture Percent by Weight</u>	<u>Minimum Percent Germination</u>
50% Fescue, Red	90% Germination
25% Ryegrass, Perennial	90% Germination
15% Bentgrass	85% Germination
10% Clover, White and White Dutch (inoculated)	90% Germination

Weed seed shall not exceed 0.5% by weight.

Seed shall be furnished in standard containers on which the following shall be shown:

1. Common name of seed
2. Net weight
3. Percent of purity
4. Percentage of germination
5. Percentage of weed seed and inert material

Required seed not spread by the termination of this contract shall become property of the State. The amount owed to the State shall be as follows, less the amount spread.

<u>Road</u>	<u>Stations</u>	<u>Seed Quantity (lbs)</u>
B-Line	52+70 (waste area)	10
	53+60 to 54+20	5
B-8000	60+72 (waste area)	10
	67+86 to 69+18	10
B-8100	0+25 (select borrow source)	5
Spur 1A	0+00 to 32+76	135
Spur 1B	0+00 to 3+82	15

5.5-4

Constructed or reconstructed subgrades shall be compacted full width except ditch prior to rock application. Compaction shall be by a smooth-drum vibratory roller weighing at least 14,000 pounds. Four complete passes shall be made at a maximum operating speed of 3 mph.

5.5-5

Finished subgrade shall be crowned or outsloped as shown on the TYPICAL SECTION SHEET, and shall be uniform, firm, rut-free, and shaped to ensure surface runoff in an even, unconcentrated manner.

SECTION 6 - DRAINAGE

6.1-1

On the following road, road surfaces shall be outsloped at 5 inches in 10 feet.

<u>Road</u>	<u>Stations</u>
B-8000	67+86 to 69+18

6.2.1-1B

Purchaser shall furnish, install, and maintain corrugated polyethylene pipe (AASHTO specification No. M-294 Type S) and on culverts over 24 inches, aluminized culverts (meeting ASTM A 819, AASHTO M-274 aluminized steel Type 2 and AASHTO M-36 specifications) as designated on the CULVERT LIST. Culvert and flume lengths shall be varied to fit as-built conditions subject to written approval by the Contract Administrator.

6.2.1-2

Annular corrugated bands and culvert ends shall be used on metal culverts. On culverts 24 inches and smaller, bands shall have a minimum width of 12 inches, on culverts over 24 inches, bands shall have a minimum width of 24 inches. Manufacturer's approved connectors shall be used for corrugated polyethylene pipe.

6.2.1-5

On required roads: culverts, downspouts, flumes, bands, and gaskets as listed on the CULVERT LIST which are not installed shall become property of the State.

6.2.1-5A

Metal, concrete, or plastic culverts and bands removed from the road bed shall be removed from State land prior to termination of this contract.

6.2.1-5B

Purchaser shall provide rubberized gaskets for all culverts with a vertical rise greater than 42 inches.

6.2.2.1-1

Culvert, downspout, flume, and energy dissipator installation shall be in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association "Installation Manual for Corrugated Steel Drainage Structures".

6.2.2.1-1E

On the following roads, Purchaser shall remove culverts from live streams in accordance with the Hydraulic Project Approval, FILL REMOVAL DETAIL, SETTLING POND AND PUMP DETAIL, and the LIVE STREAM CULVERT REMOVAL PROCEDURE.

<u>Road</u>	<u>Stations</u>
B-Line	53+40 to 54+40
B-8000	67+86 to 69+18

6.2.2.3-1

Cross drains and surface culverts on road grades in excess of 3% shall be skewed at least 30 degrees from perpendicular to the road centerline, except that cross drain culverts at the low points of dips in roads shall not be skewed.

6.2.2.3-2

Cross drain culverts shall be installed at a slope steeper than the incoming ditch grade, but not less than 3% nor more than 10%.

6.2.2.4-1
Installations of culverts 30 inches in diameter and over shall be subject to written approval by the Region Engineer or their designee prior to making backfill.

6.2.2.4-1B
On the following roads, installation of culvert shall be in accordance with Hydraulics Project Approval and CULVERT INSTALLATION DETAIL.

<u>Road</u>	<u>Stations</u>
B-Line	53+90
B-8000	68+64

6.2.2.5-1
Drainage structure outfalls shall not terminate directly on unprotected soil that will erode. Downspouts, flumes, and energy dissipators shall be installed to prevent erosion.

6.3-1
Ditches shall be constructed concurrently with construction of the subgrade. Ditches shall drain to culverts, ditchouts, and natural drainages.

6.3-2E
On the following road, the Purchaser shall clean the ditches and clean the inlet and outlet of all culverts. Work shall be completed prior to grading of the existing surface and shall be done in accordance with the TYPICAL SECTION SHEET and CULVERT AND DRAINAGE SPECIFICATION DETAIL.

<u>Road</u>	<u>Stations</u>
B-8500	0+00 to 130+13

6.4-1
Catch basins shall be constructed to resist erosion in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions: two feet wide and four feet long with backslopes consistent with Clause 5.1-8: Excavation Slopes.

6.5-1
Headwalls shall be constructed in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts.

6.5-2B
Embankment slopes adjacent to culvert inlets and outlets shall be armored with 8 INCH PLUS ROCK as listed on the CULVERT LIST.

SECTION 7 - ROCK

7.1-1
Rock for construction and/or reconstruction under this contract may be obtained from a source on State land as listed below at no charge to the Purchaser. Development and use shall be in accordance with a written "Development Plan" prepared by the State. Upon completion of operations, the rock source shall be left in the condition specified in said plan, subject to approval by the Contract Administrator. Use of material from any other source must have prior written approval from the Contract Administrator. If other operators are using or desire to use this rock source, a joint operating plan shall be developed. All parties shall follow this plan.

<u>Source</u>	<u>Location</u>
Perry Creek Quarry	Sec. 15, T18N, R03W, W.M.

7.1-1A

Rock for reconstruction of roads under this contract may be obtained from existing stockpiles on State land as listed below at no charge to the Purchaser. Purchaser shall remove no more than 90 cubic yards of 1 ½ FOOT MINUS rock. Additional rock may be purchased at a cost of \$10.00 per cubic yard subject to written approval of the Contract Administrator.

<u>Source</u>	<u>Location</u>
Waddell Basalt Stockpile	SE ¼ Sec. 21, T17N, R03W, W.M.

7.1-3

All rock source operations shall be conducted as directed by the Contract Administrator.

7.2.1-4

Rock shall meet the following specifications for gradation and quality when placed in hauling vehicles. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

7.2.1.1-1

1 INCH MINUS CRUSHED ROCK

% passing 1" square sieve.....	100%
% passing ¾" square sieve	50 - 80%
% passing U.S. #4 sieve.....	30 - 60%
% passing U.S. #10 sieve.....	25 - 50%
% passing U.S. #40 sieve.....	15 - 30%
% passing U.S. #200 sieve.....	5 - 15%

All percentages are by weight.
The portion of ballast retained on ¼ inch sieve shall not contain more than 0.1 percent vegetative debris or trash.

7.2.1.1-3

1½ INCH MINUS CRUSHED ROCK

% passing 1½" square sieve	100%
% passing 1" square sieve.....	70 - 90%
% passing ¾" square sieve	50 - 80%
% passing ¼" square sieve	30 - 50%
% passing U.S. #40 sieve.....	3 - 18%
% passing U.S. #200 sieve.....	7.5% Max

All percentages are by weight.
The portion of ballast retained on ¼ inch sieve shall not contain more than 0.1 percent vegetative debris or trash.

7.2.1.1-6B

3 INCH MINUS CRUSHED ROCK

% passing 3" square sieve.....	100%
% passing 2" square sieve.....	65 - 95%
% passing ¾" square sieve	28 - 70%
% passing #4 square sieve.....	10 - 35%
% passing U.S. #200 sieve.....	0 - 10%

All percentages are by weight.
The portion of ballast retained on ¼ inch sieve shall not contain more than 0.1 percent vegetative debris or trash.

7.2.1.1-7B
8 INCH PLUS ROCK

- % equal to, or larger in one dimension than the specified size 100%
- % passing U.S. #40 sieve..... 16% Max
- % passing U.S. #200 sieve..... 5% Max

All percentages are by weight.
The portion of ballast retained on ¼ inch sieve shall not contain more than 0.1 percent vegetative debris or trash.

7.2.1.1-9
Landing rock shall be no coarser than "6 INCH MINUS".

7.2.2-1
Rock crushing operations shall conform to the following specifications:

- a. The Purchaser shall provide a weatherproof field laboratory equipped with gradation testing equipment. This laboratory shall be available for use by the Contract Administrator during the entire crushing operation.
- b. The crushing operation shall be concluded within 14 working days from the time it begins.
- c. If a smooth roll crusher is used, the maximum size of material fed into it shall be equal to the largest size of the material coming out of it plus 8.5 percent of the roll radius.

7.2.3-1
Measurement of the rock shall be on a cubic yard truck measure basis. Each truck box shall be measured by the Contract Administrator prior to rock hauling. The Contract Administrator shall periodically require that a load be flattened off and its volume calculated. An average of such volumes for each truck shall be used to tally the volume to be hauled. The Purchaser shall provide and maintain load tally sheets for each truck and shall give them to the Contract Administrator upon request.

7.2.4-1
Rock drilling and shooting shall meet the following specifications:

- a. Oversize material remaining in the rock source at the conclusion of the timber sale shall not exceed 5 percent of the total volume mined for the sale.
- b. Oversize material is defined as rock fragments larger than two feet in any dimension.
- c. The Purchaser shall submit an informational drilling and shooting plan to the Contract Administrator 10 working days prior to any drilling. (Form #M-126CEN).

7.4.2-1
Apply at least the minimum rock quantity as shown on ROCK LIST. Rock shall meet the specifications on the ROCK LIST.

7.4.2-1A
On the following road, Purchaser shall apply "1 INCH MINUS CRUSHED" rock on the road shoulder. Rock shall be applied, shaped, and compacted to insure a smooth transition from the asphalt concrete pavement to the shoulder of the road.

<u>Road</u>	<u>Stations</u>
B-Line	52+70 to 61+85

7.4.2-2
On the following road, subgrade shall be approved, in writing, by the Region Engineer or their designee prior to application of rock.

<u>Road</u>	<u>Stations</u>
B-Line	51+20 to 63+35
B-8000	67+86 to 69+18

7.4.2-3C

On the following road, a grader shall be used to shape the existing surface prior to timber haul.

<u>Road</u>	<u>Stations</u>
B-8500	0+00 to 130+13

7.4.2-3D

A grader shall be used to shape the subgrade prior to subgrade compaction.

7.4.2-7

Turnarounds, turnouts, and curve widening shall have rock applied to the same depth and specifications as the traveled way.

7.4.2-8

Each lift of rock shall be crowned or outsloped as shown on TYPICAL SECTION SHEET, and shall be uniform, firm, rut-free, and shaped to ensure surface runoff in an even, unconcentrated manner.

7.4.3-1

Rock shall be mixed, compacted, and graded in sections not to exceed ½ mile in length. Water shall be added in quantities to facilitate compaction. If directed by the Contract Administrator, a minimum of 6 gallons of water per cubic yard of rock shall be applied.

7.4.3-2

Rock shall be spread and compacted full width in lifts each not to exceed 12 inches uncompacted depth. Compaction shall be by smooth drum vibratory roller weighing at least 14,000 pounds. Four complete passes at a maximum speed of 3 mph shall be made on each lift.

7.4.4-1

Riprap shall consist of angular stone place as indicated in this plan or as directed by the Contract Administrator.

Loose Riprap - The stone for loose riprap shall be hard, sound and durable. It shall be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather. Loose riprap shall be free of rock fines, soil, or other extraneous material.

a. Heavy Loose Riprap - Shall meet the following requirements for grading:

<u>At Least/Not More Than</u>	<u>Minimum Size</u>	<u>Maximum Size</u>
40% / 90%	1 Ton (½ cu. yd.)	--
70% / 90%	300 lbs. (2 cu. ft.)	--
10% / 30%	--	50 lbs.

b. Light Loose Riprap - Shall meet the following requirements for grading:

<u>At Least/Not More Than</u>	<u>Size Range</u>	<u>Maximum Size</u>
20% / 90%	300 lbs. to 1 ton	--
80% / --	50 lbs. to 1 ton	--
10% / 20%	--	50 lbs.

7.4.4-2

Riprap shall be set in place immediately following construction of the embankment. Placement shall be by zero drop height methods only.

7.5-1E

On the following road, ASPHALT CONCRETE CLASS “A” shall be applied to a depth of 4" in two 2" lifts with a 2% crown as shown on the ASPHALT PAVEMENT DETAIL. The minimum road width paved shall be as shown on the TYPICAL SECTION SHEET.

Application of the ASPHALT CONCRETE CLASS “A” shall conform with all requirements of Section 5-04 (except Section 5.04.5 shall be deleted) of the Washington State Department of Transportation “1998 Standard Specifications for Road, Bridge, and Municipal Construction.”

All damaged asphalt resulting from construction shall be replaced in one contiguous mat. Edges will be cut with a saw, perpendicular to the traveled way, and a tack coat of emulsified asphalt applied.

7.5-1E continued

The Purchaser shall suspend operations when, in the operation of the Contract Administrator, weather is such that satisfactory results cannot be obtained.

Road
B-Line

Stations
52+70 to 61+85

SECTION 9 - ROAD AND LANDING DEACTIVATION

9.2-1

Purchaser shall reduce or relocate landing debris, in a manner approved, in writing, by the Contract Administrator, to avoid landing failures and potential debris slides.

9.2-2

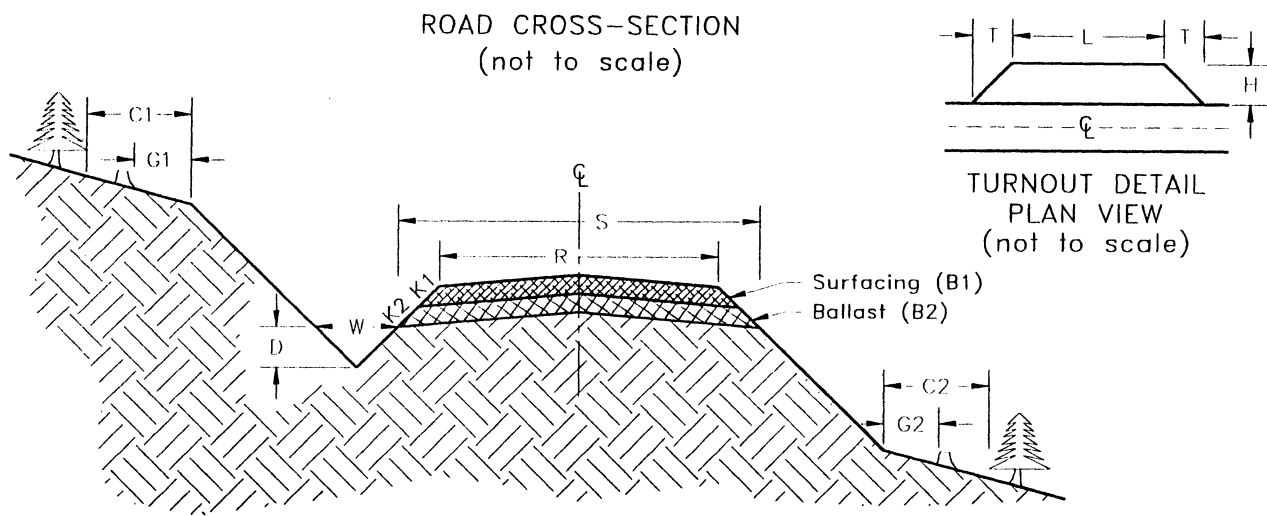
Purchaser shall provide for drainage of the landing surface as approved, in writing, by the Contract Administrator.

9.2-3

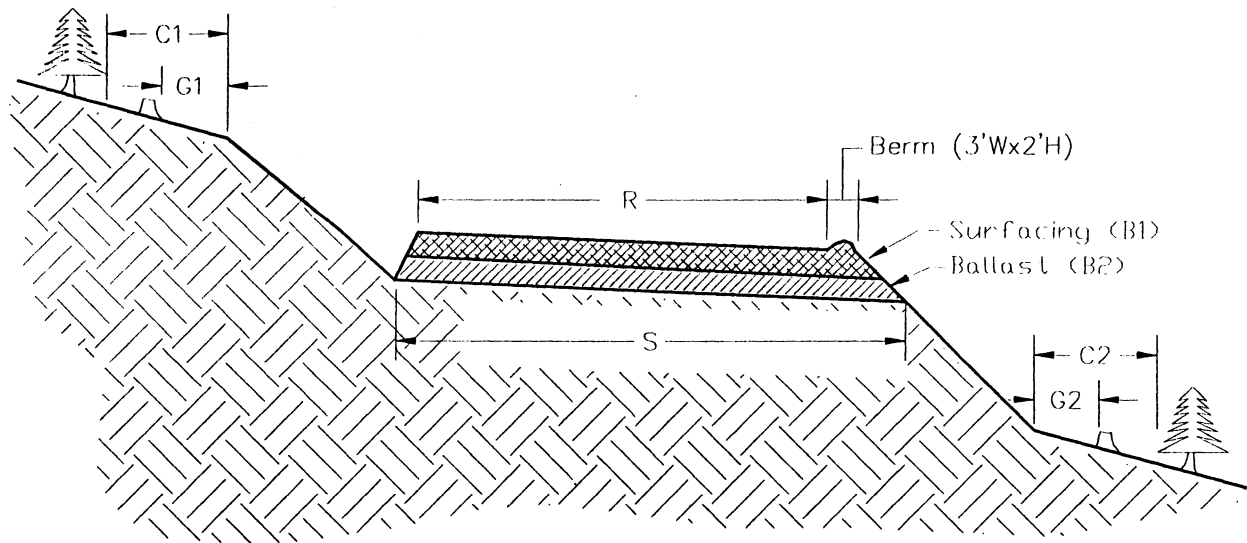
Landing embankments shall be sloped to original construction specifications.

TYPICAL SECTION SHEET

CROWNED

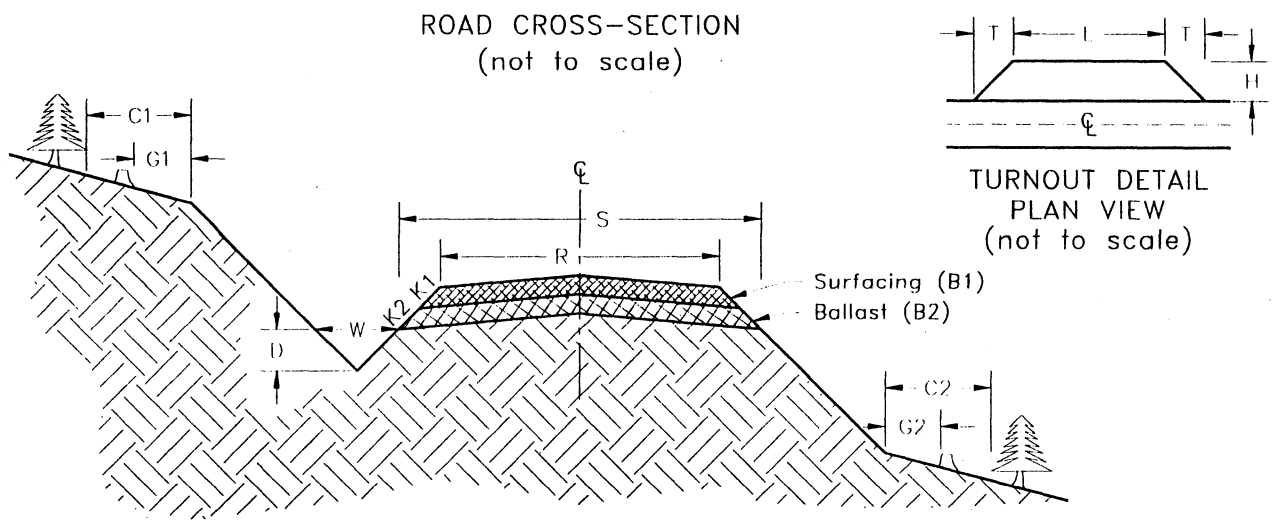


OUTSLOPED
ROAD CROSS-SECTION
(not to scale)



Road Number	From Station	To Station	Tolerance Class	Subgrade Width	Road Width	Ditch		Crown in. @ CL	Grubbing Limits		Clearing Limits	
						Width	Depth		G1	G2	C1	C2
				S	R	W	D					
B-Line	51+20	52+70	C	18'	16'	3'	1'	5"	2'	2'	5'	5'
	52+70	61+85	A	23'	16'	3'	1'	2"	2'	2'	5'	5'
	61+85	63+35	C	18'	16'	3'	1'	5"	2'	2'	5'	5'
B-8000	67+86	69+18	A	21'	16'	3'	1'	Outslope	2'	2'	5'	5'
B-8500	0+00	130+13	C	-	12'	3'	1'	4"	-	-	-	-
Spur 1A	0+00	32+76	C	16'	12'	3'	1'	4"	5'	5'	10'	10'
Spur 1B	0+00	3+82	C	16'	12'	3'	1'	4"	5'	5'	10'	10'

ROCK LIST



BALLAST

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K2	B2	3 INCH MINUS CRUSHED			Perry Creek Quarry	L	H	T
B-Line	52+70	61+85	1 ½:1	12"	98	9.15	897	Perry Creek Quarry	50'	10'	50'
	Culvert bedding and backfill					650					
B-8000	67+86	69+18	1 ½:1	12"	89	1.32	117				
	Culvert bedding and backfill					130					
Spur 1A	0+00	32+76	1 ½:1	12"	68	32.76	2,228				
	Turnouts (3)		1 ½:1	12"	68	3.00	204				
	Landing (1)		1 ½:1	-	-	-	50				
Spur 1B	0+00	32+76	1 ½:1	12"	68	3.82	260				
	Landing (1)		1 ½:1	-	-	-	50				
					8 INCH PLUS						
B-8000	Culvert						2				
Spur 1A	Culverts						7				
					LIGHT LOOSE RIPRAP						
B-Line	Culvert embankment armoring						80				
					1 ½ FOOT MINUS						
B-Line	Culvert fill material						90				

3 INCH MINUS CRUSHED TOTAL 4,586 Cubic Yards
8 INCH PLUS TOTAL 9 Cubic Yards
LIGHT LOOSE RIPRAP TOTAL 80 Cubic Yards
1 ½ FOOT MINUS TOTAL 90 Cubic Yards

SURFACE

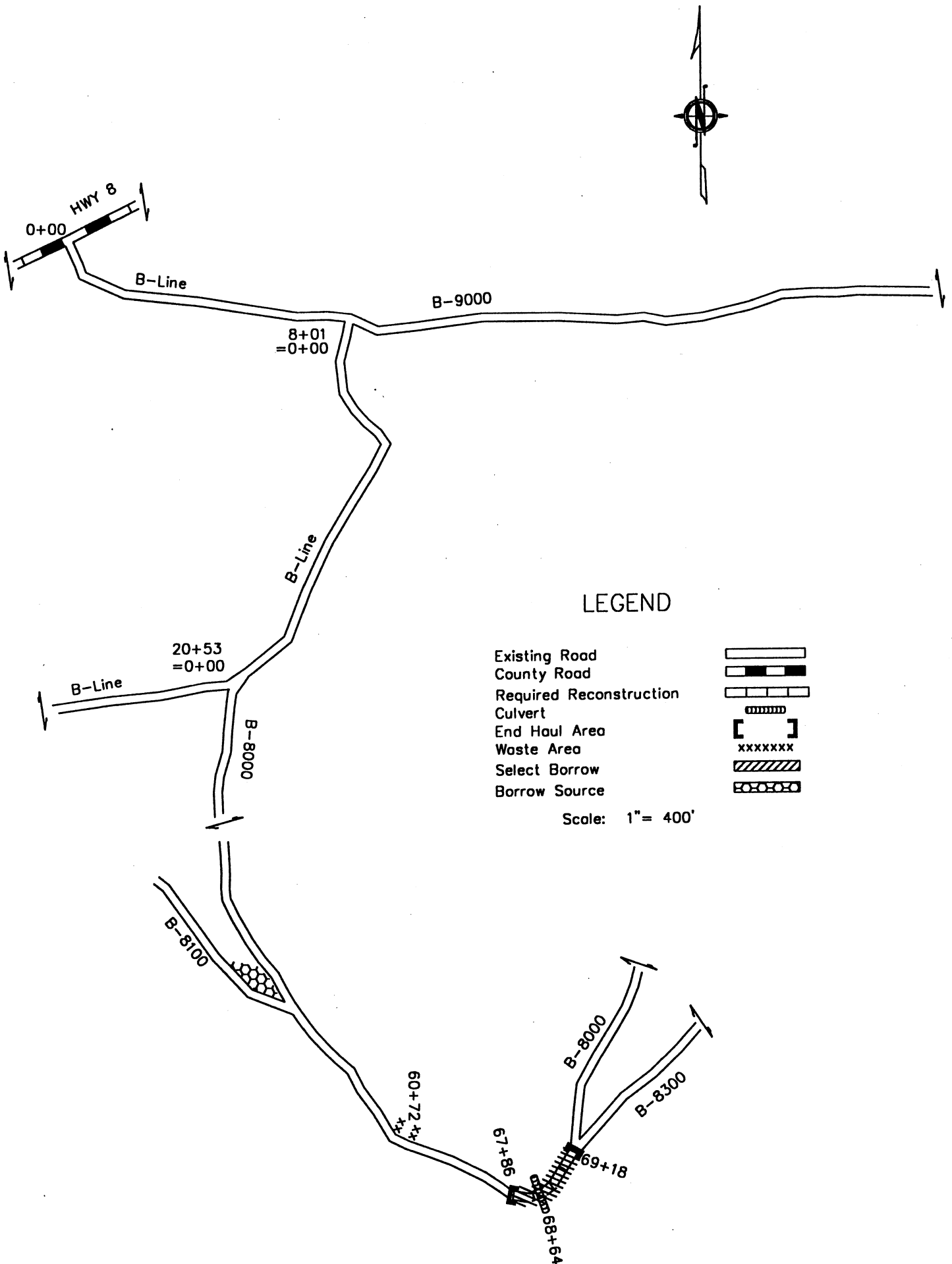
Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y./ Station	# of Stations	C.Y. Total	Rock Source
			K1	B1	1 INCH MINUS CRUSHED			Perry Creek Quarry
B-Line	51+20	52+70	1 ½:1	6"	39	1.50	59	
	52+70	61+85	1 ½:1	2"	15	9.15	137	
	61+85	63+35	1 ½:1	6"	39	1.50	59	
	Shoulders		1 ½:1	6"	8	8.65	69	
	Turnouts (2)		1 ½:1	6"	39	2.00	78	
					1 ½ INCH MINUS CRUSHED			
B-8000	67+86	69+18	1 ½:1	6"	39	1.32	51	
Spur 1A	0+00	32+76	1 ½:1	4"	19	32.76	622	
	Turnouts (3)		1 ½:1	4"	19	3.00	57	
Spur 1B	0+00	3+82	1 ½:1	4"	19	3.82	73	

1 INCH MINUS CRUSHED TOTAL 402 Cubic Yards
1 ½ INCH MINUS CRUSHED TOTAL 803 Cubic Yards

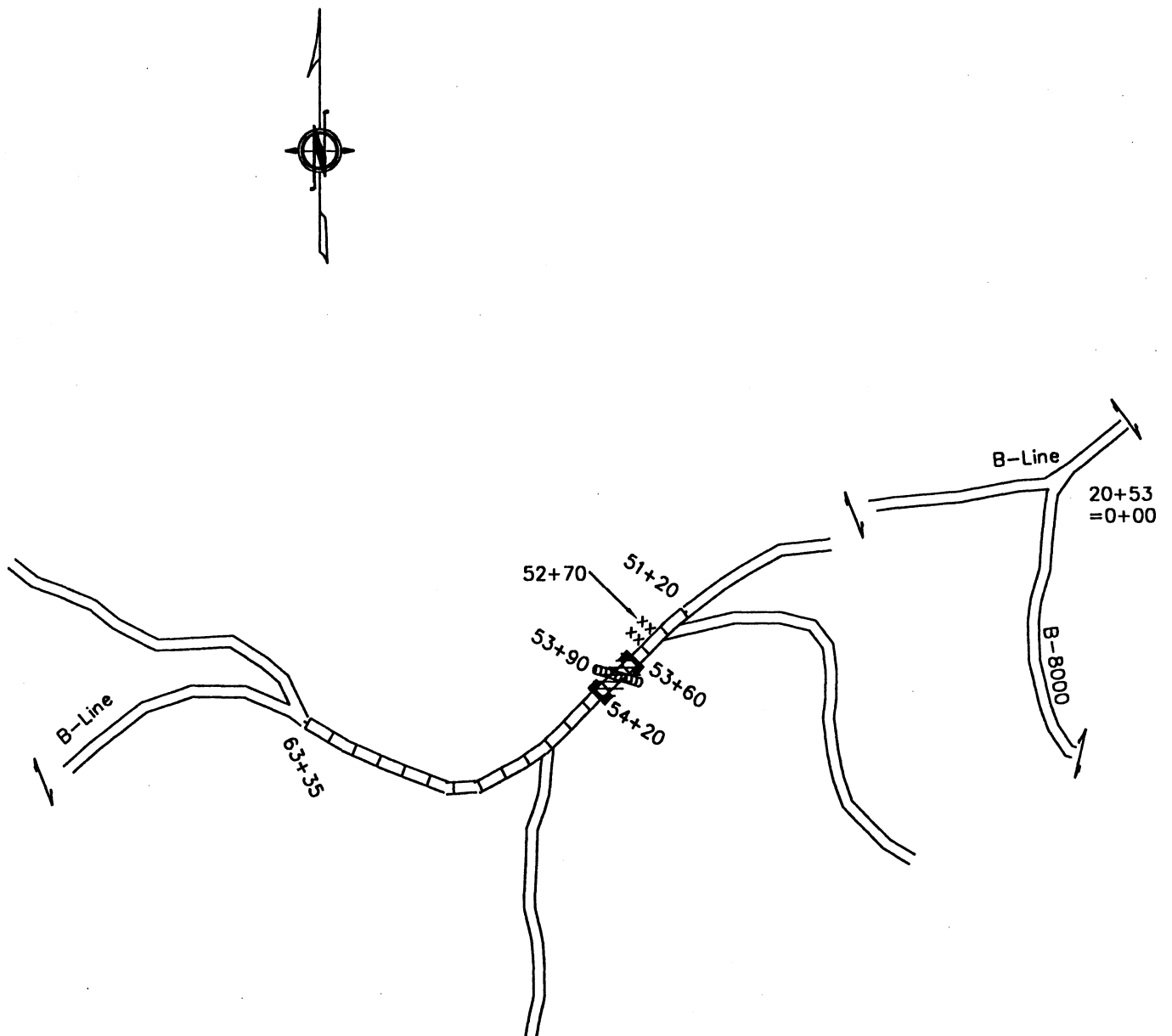
FIDGET

ROAD PLAN MAP

(Page 1 of 3)

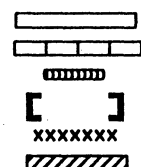


FIDGET
ROAD PLAN MAP
(Page 2 of 3)



LEGEND

Existing Road
Required Reconstruction
Culvert
End Haul Area
Waste Area
Select Borrow

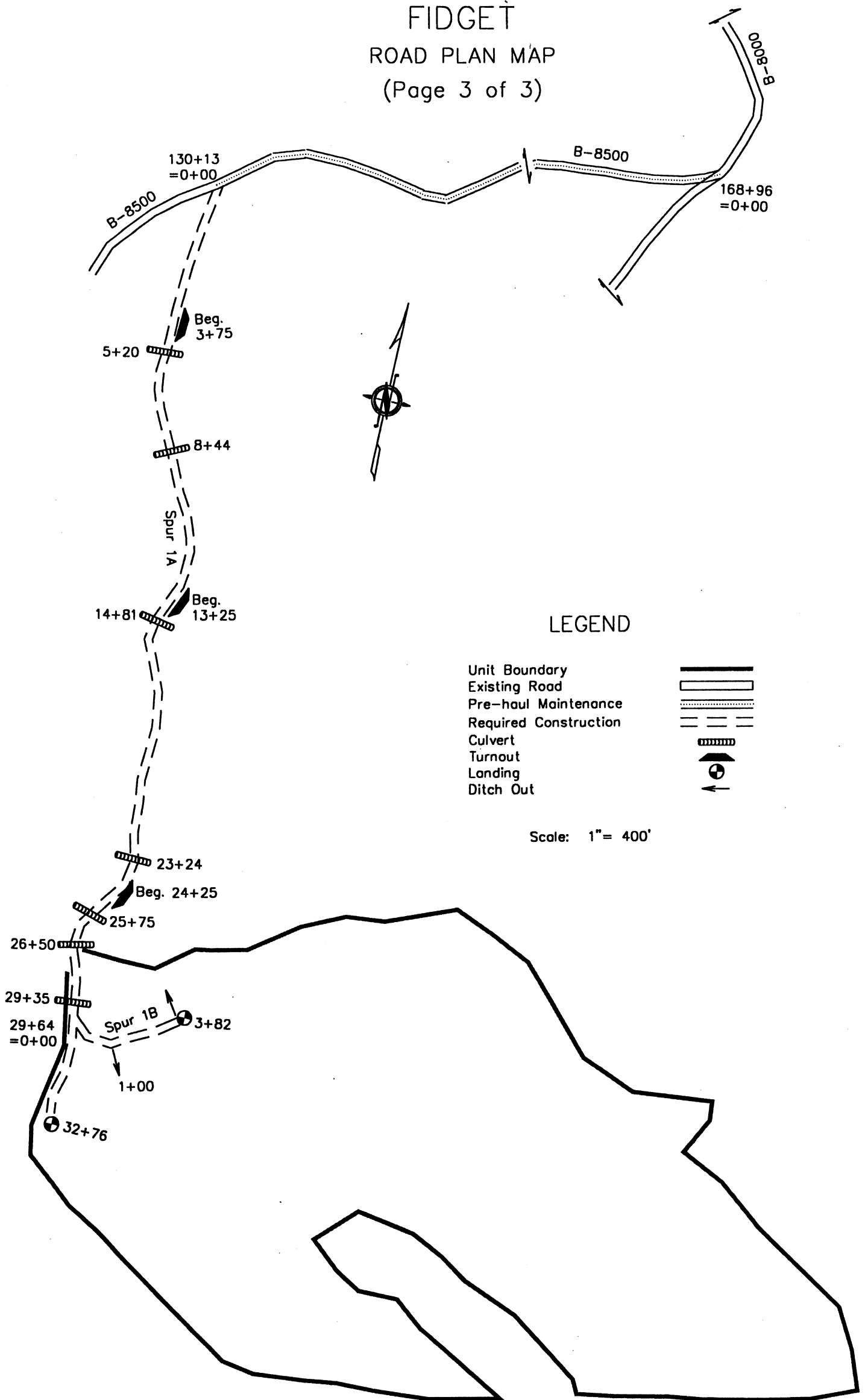


Scale: 1" = 400'

FIDGET

ROAD PLAN MAP

(Page 3 of 3)

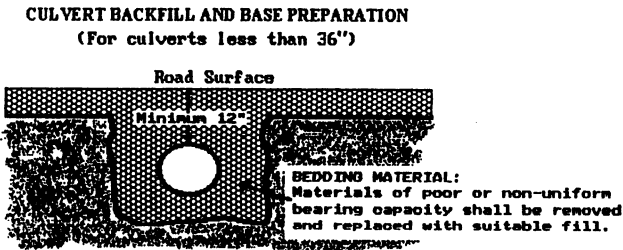


CULVERT LIST

Road Number	Location	Culvert		Length (ft)			Riprap (C.Y.)			Backfill	Placement	Const.	Remarks
		Dia.	Gauge	Culvert	Downspt	Flume	Inlet	Outlet	Type	Material	Method	Staked	
			If Steel										
B-Line	53+90	96"	10	66	-	-	40	40	LL	3"/SB	-	-	Aluminized steel, 3" x 1" corrugations
B-8000	68+64	36"	12	64	-	-	1	1	8"	3"/SB	-	-	Aluminized steel
Spur 1A	5+20	18"	-	34	-	-	0.5	0.5	8"	NT	-	-	CPP
	8+44	18"	-	32	-	-	0.5	0.5	8"	NT	-	-	CPP
	14+81	18"	-	34	-	-	0.5	0.5	8"	NT	-	-	CPP
	23+24	18"	-	32	-	-	0.5	0.5	8"	NT	-	-	CPP
	25+75	18"	-	36	-	-	0.5	0.5	8"	NT	-	-	CPP
	26+50	24"	-	36	-	-	0.5	0.5	8"	NT	-	-	CPP
	29+35	18"	-	32	-	-	0.5	0.5	8"	NT	-	-	CPP

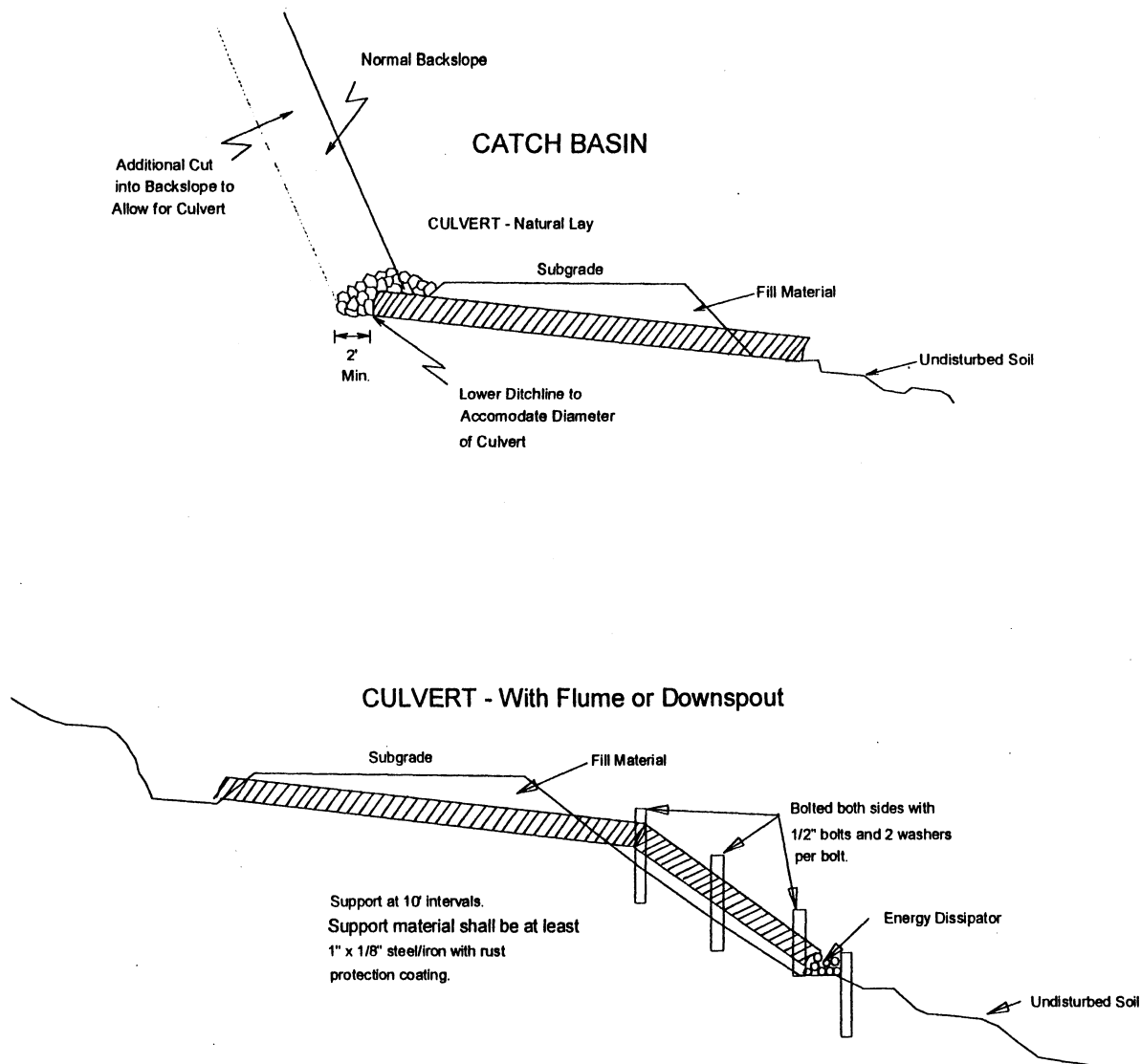
Key:

- 8" - 8 Inch Plus Rock
- NT - Native (bank run)
- 3" - 3 Inch Minus Crushed Rock
- SB - Select Borrow
- LL - Light Loose Riprap
- Flume - Half round pipe
- Downspout - Full round pipe
- CPP - Corrugated Polyethylene Pipe

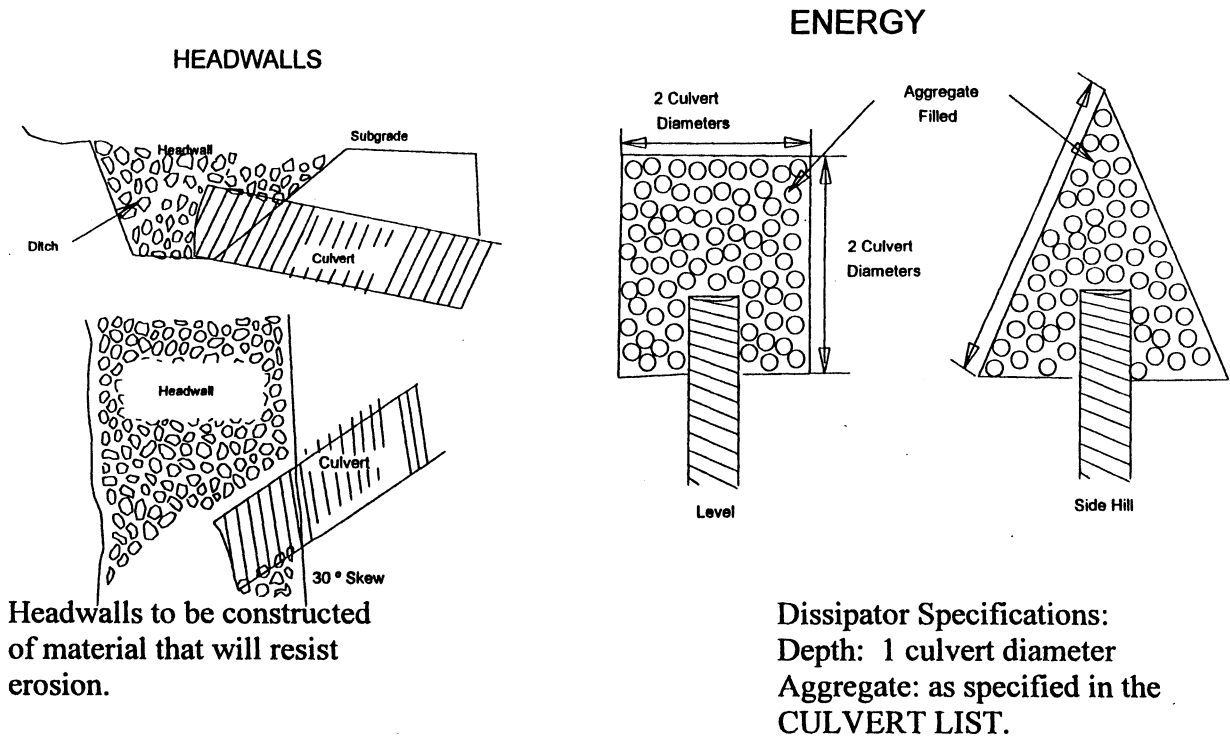


CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 1 of 2)



Proper preparation of foundation and placement of bedding material shall precede the installation of all culvert pipe. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform dense unyielding base. The backfill material shall be placed so that the pipe is uniformly supported along the barrel.



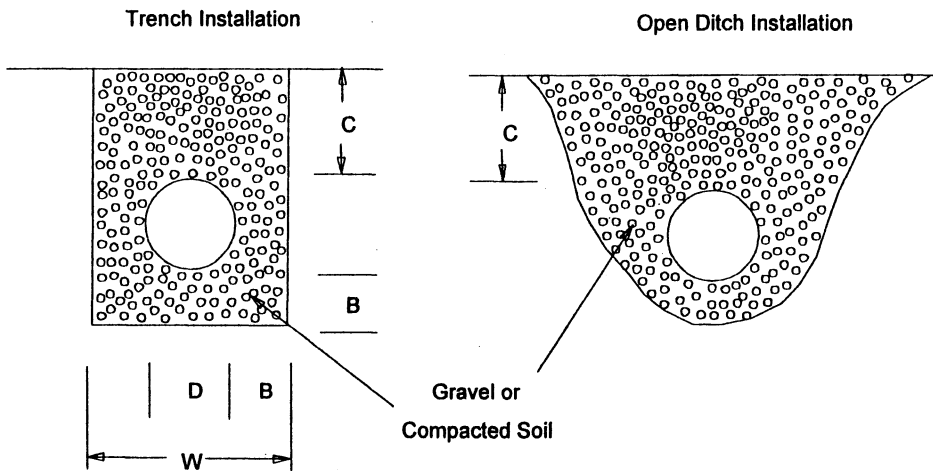
CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 2 of 2)

POLYETHYLENE PIPE INSTALLATION

INSTALLATION REQUIREMENTS:

- 1. Crushed stone, gravel, or compacted soil backfill material shall be used as the bedding and envelope material around the culvert. The aggregate size shall not exceed 1/6 pipe diameter or 4" diameter, whichever is smaller.
- 2. The corrugated pipe shall be laid on grade, on a layer of bedding material as shown for the two types of installations. If native soil is used as the bedding and backfill material, it shall be well compacted in six inch layers under the haunches, around the sides and above the pipe to the recommended minimum height of cover.
- 3. Either crushed aggregate or flexible (asphalt) pavement may be laid as part of the minimum cover requirements.
- 4. Site conditions and availability of bedding materials often dictate the type of installation method used.
- 5. The load bearing capability of flexible conduits is dependent on the type of backfill material used and the degree of compaction achieved. Crushed stone and gravel backfill materials typically reach a compaction level of 90-95% AASHTO standard density without compaction. When native soils are used as backfill material, a compaction level of 85% is required. This minimum compaction can be achieved by either hand or mechanical tamping.



MINIMUM DIMENSIONS
Trench or Open Ditch Installation

Nominal Diameter	Minimum Thickness	Minimum Cover	Min. Trench Width
D	B	C	W
18"	6"	12"	36"
24"	6"	12"	42"
30"	6"	12"	48"
36"	6"	12"	54"

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

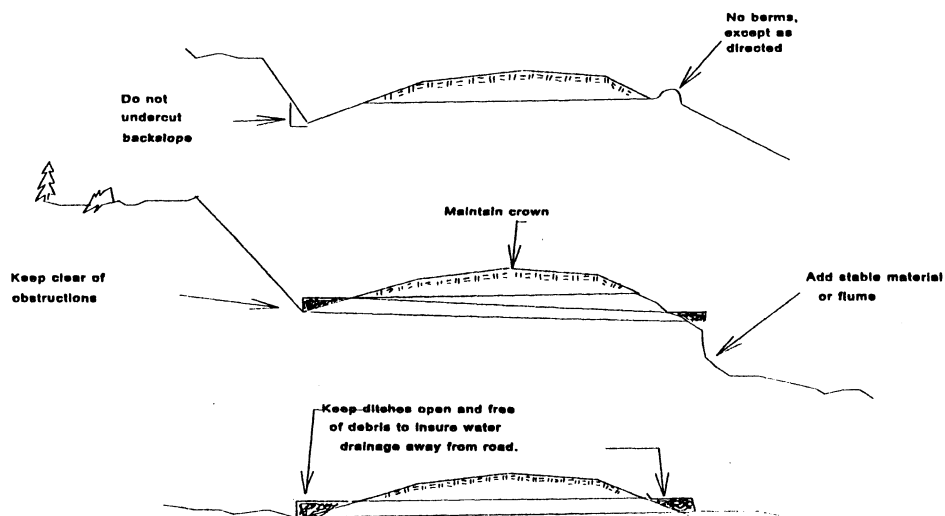
FOREST ACCESS ROAD
MAINTENANCE SPECIFICATIONS

1. CONSTRUCTION AND RECONSTRUCTION (Prior to acceptance to the contract or acceptance on a timber sale).
 - A. Cuts and Fills
 1. Maintain slope lines as constructed. Remove slides from the ditches and roadway. Replace fills to 1½:1 slopes with selected material or as directed. Remove overhanging material from the cut slopes.
 2. Material from slides or other sources requiring removal shall not be deposited in streams or at locations where it will erode into streams or water courses.
 3. Undesirable slide materials and debris shall not be mixed into the surface material.
 - B. Surface
 1. Grade and shape the road surface, turnouts, and shoulders to the original crown, inslope or outslope as directed to provide suitable traveled surface and surface water runoff in an even, unconcentrated manner.
 2. Blading must not undercut the backslope at the bottom of the ditchline or cut geotextile at centerline.
 3. Watering may be required to control dust and to retain fine surface rock.
 4. Desirable surface material shall not be bladed off the roadway.
 5. Replace surface material lost or worn away.
 6. Remove berms except as directed by the State.
 7. Barrel spread soft spots to prevent degradation of geotextile.
 - C. Drainage
 1. Keep ditches and drainage channels at outlets and inlets of culverts clear of obstructions and functioning as intended.
 2. Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This must be done even during periods of inactivity.
 3. Add stable material at the outlet end of the culvert as needed to stabilize the stream bed.
 4. Headwalls: maintain to the road shoulder level with material that will resist erosion.
 5. Keep silt bearing surface runoff from getting into live streams.
 - D. Structures

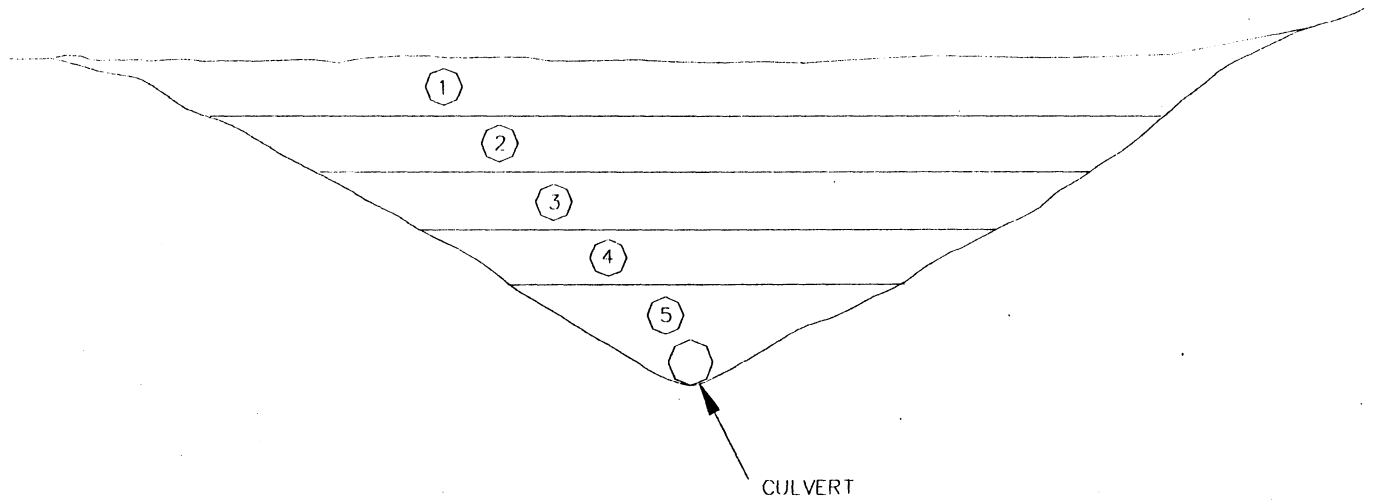
Repair bridges, culverts, cattleguards, fences, and other road structures to the condition required by the construction specifications.
 - E. Termination of Use or End of Season

Do maintenance work to minimize damage from the elements such as blading to insure correct runoff, ditch, and culvert cleaning and water bars.
 - F. Debris

Remove fallen timber, limbs, and stumps from the slopes or roadway.

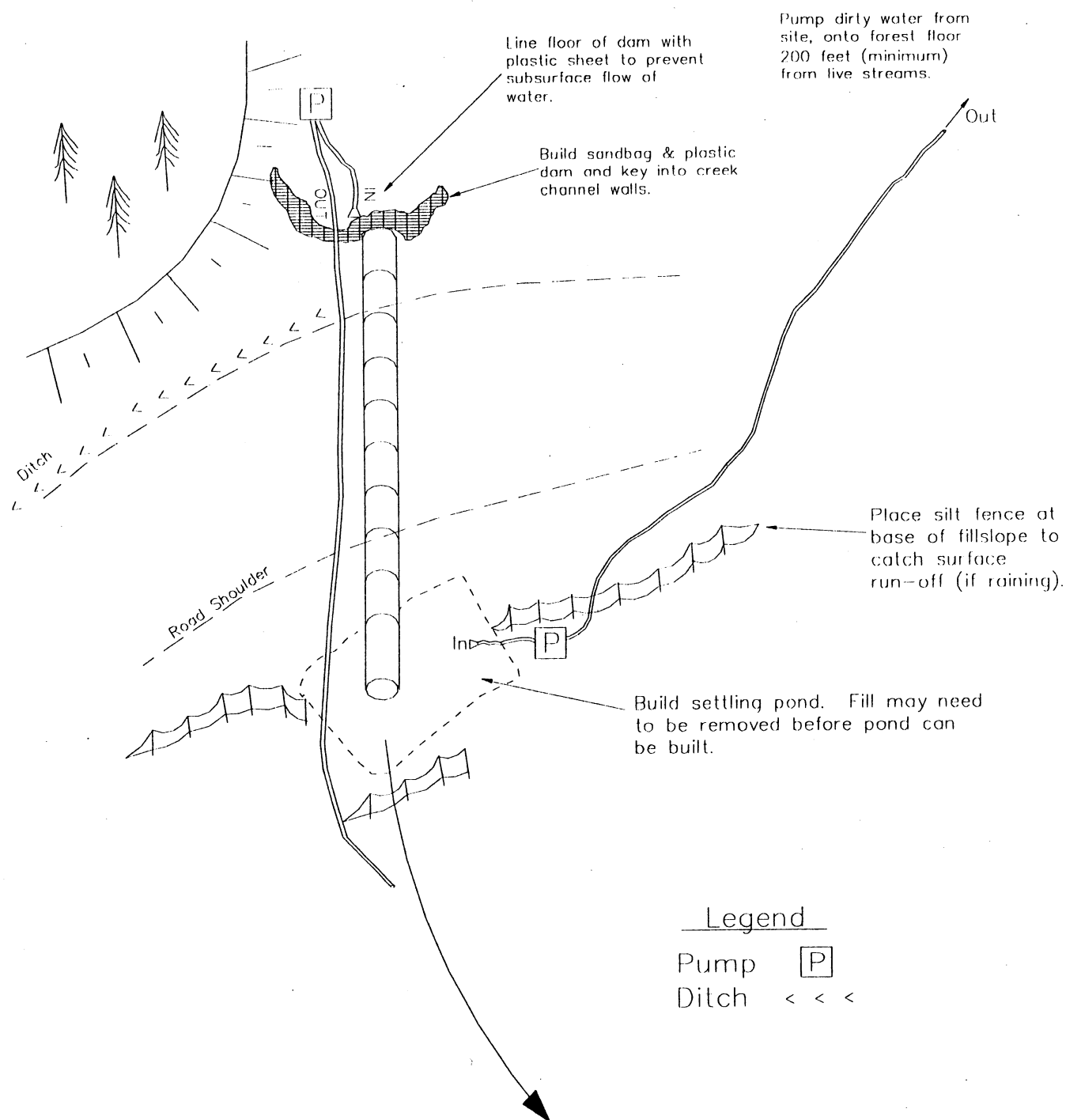


FILL REMOVAL DETAIL



- Remove fill in layers not to exceed 3 feet.
- Channel slopes shall be according to Section 6 – DRAINAGE and the Live Stream Culvert Removal Procedure

SETTLING POND AND PUMP DETAIL



LIVE STREAM CULVERT REMOVAL PROCEDURE

Order of work is as follows, deviations shall be approved, in writing, by the Contract Administrator.

- 1) Purchaser shall notify the State of intent to start project, and a pre-work conference shall be held before move in of equipment. State will designate a representative that will remain on site at all times when work is being performed in creek channel.
- 2) Assemble the items on the "Materials List" onsite before proceeding.
- 3) Remove 95% of fill (see FILL REMOVAL DETAIL).
- 4) Set up pumps (3 required, with one as backup).
- 5) Dam up stream with sandbags and line floor of dam with plastic (to prevent sub-surface water flow), place clean rock on plastic to hold in place, and key leading edge of plastic into channel bottom - see SETTLING POND AND PUMP DETAIL. Build a settling pond at culvert outlet. Fill may need to be removed before the settling pond installation due to space limitations. Pump clean water at catch basin around work site and back into stream. Dirty water shall be pumped away from site and onto forest floor a minimum of 200 feet from live streams. Silt fence shall be erected at base of fill slope and bottom edge of fence shall be keyed into slope and held in place with rocks to prevent water from flowing under the silt fence.
- 6) Remove remainder of fill and culvert.
- 7) Install culvert as described in the Road Plan.
- 8) Backfill settling pond.
- 9) Cover exposed soils within 100 feet of all live streams with straw (minimum depth of 8 inches) and grass seed.

Materials List:

- 3 pumps, (one as a backup) The clean water pump (dam at culvert catch basin) shall have a minimum capacity of 1200 gallons per minute. The dirty water pump (settling pond) and the backup pump shall each have a minimum capacity of 600 gpm. Culvert removal should not start during rain or threat of rain;
- 10,000 square feet plastic sheet;
- 400 feet of silt fence and stakes;
- 50 bales of straw.

(Page 1 of 2)

Drafted by: Alicia Compton

EXPIRES 1-06-03

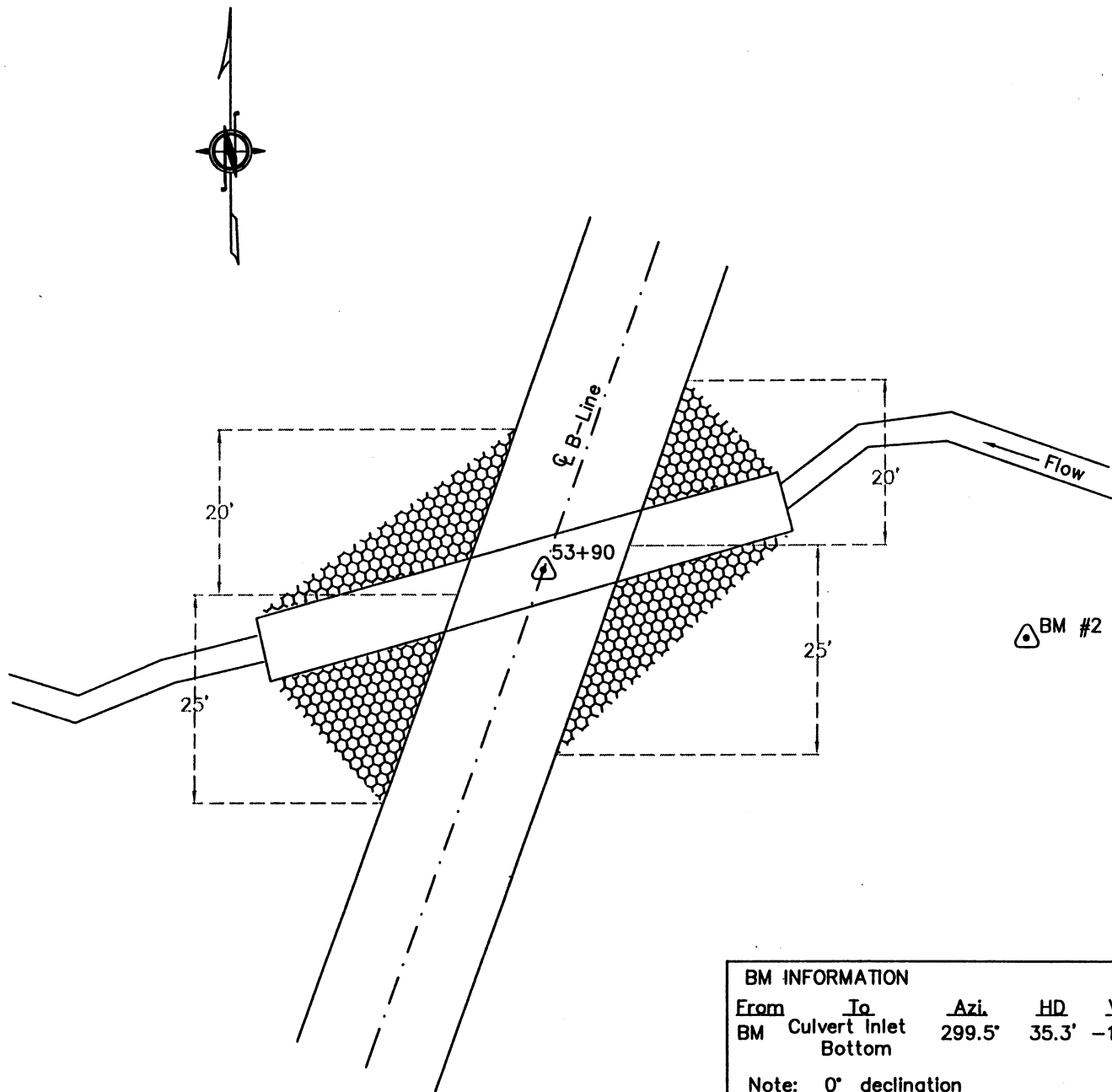
CULVERT INSTALLATION DETAIL

B-Line @ 53+90

(Page 2 of 2)

PLAN VIEW

Scale 1"=20'



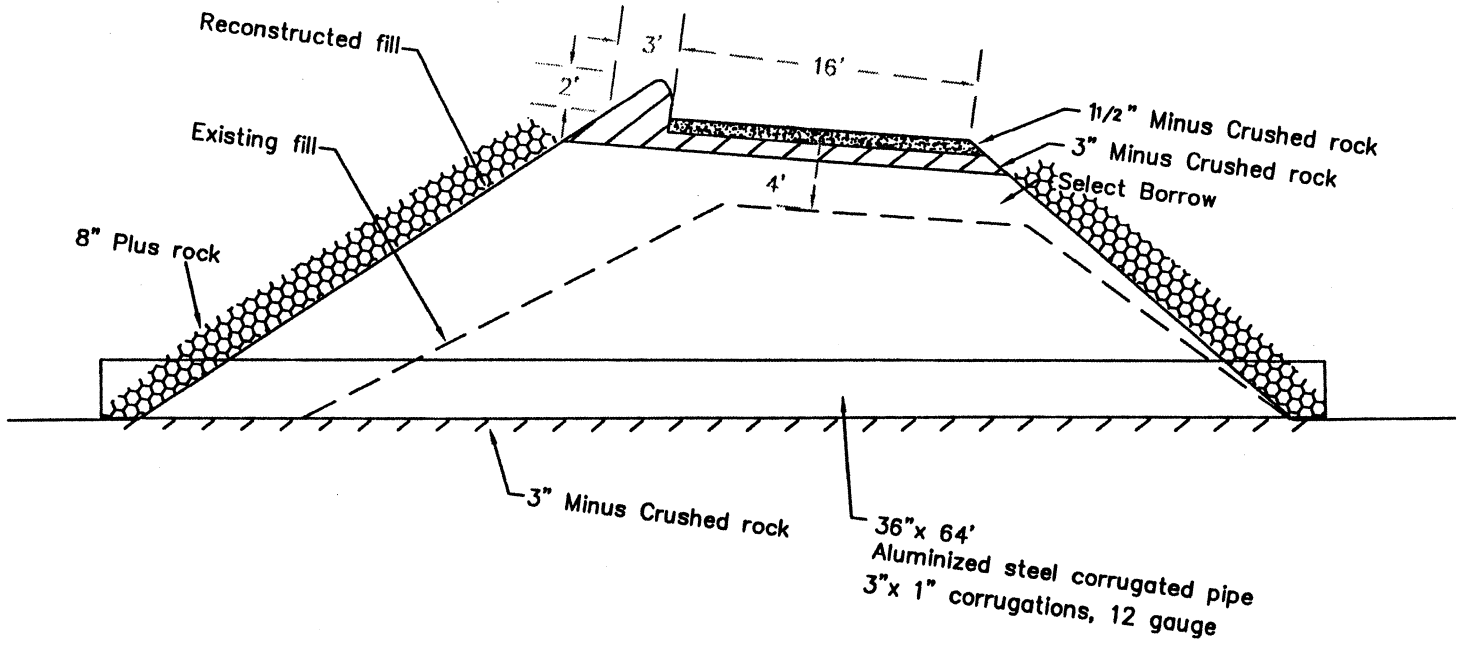
BM INFORMATION				
From	To	Azi.	HD	VD
BM	Culvert Inlet Bottom	299.5°	35.3'	-12.4'
Note: 0° declination BM #2 is a 6" Douglas-fir BM #2 elev. 106.94'				

CULVERT INSTALLATION DETAIL

B-8000 @ 68+64

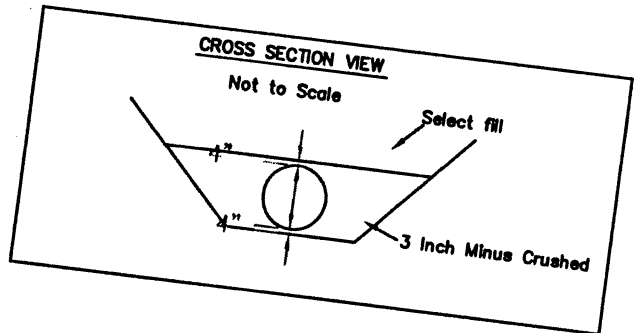
SCALE 1" = 10'

PROFILE VIEW

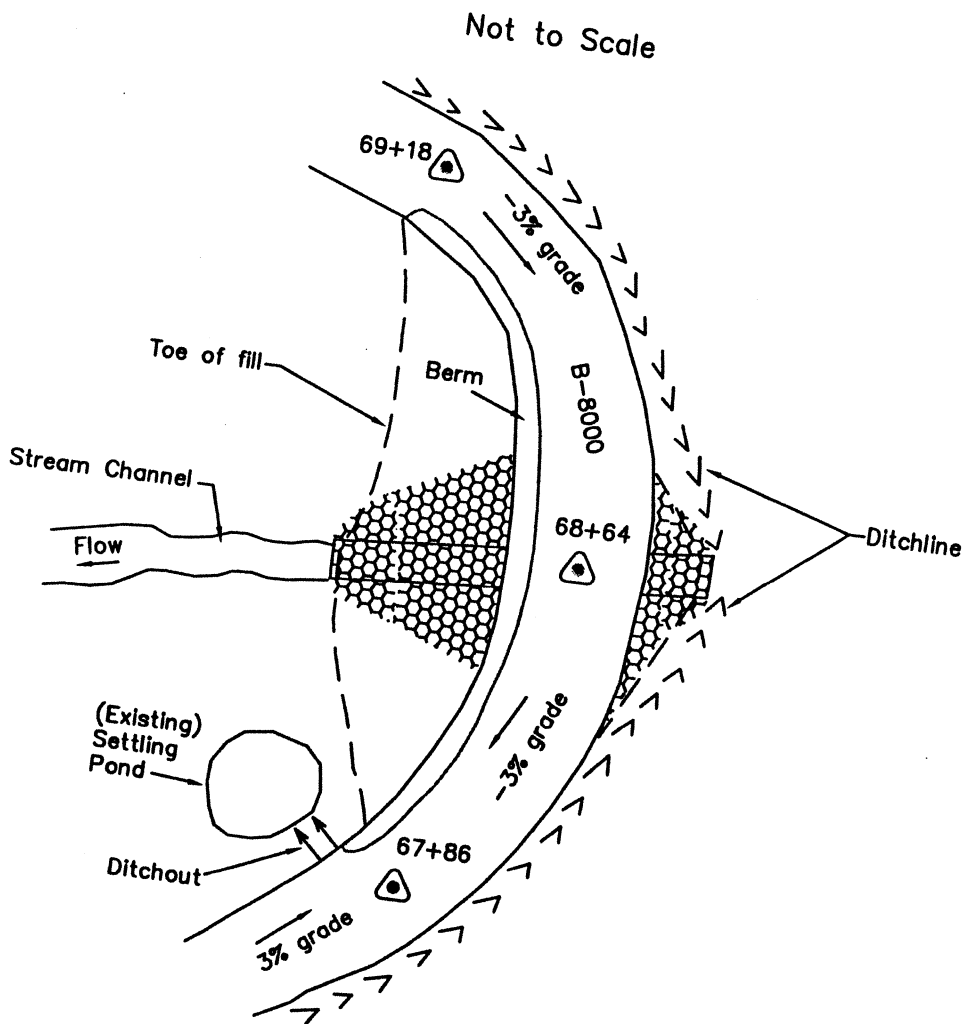


CROSS SECTION VIEW

Not to Scale



PLAN VIEW



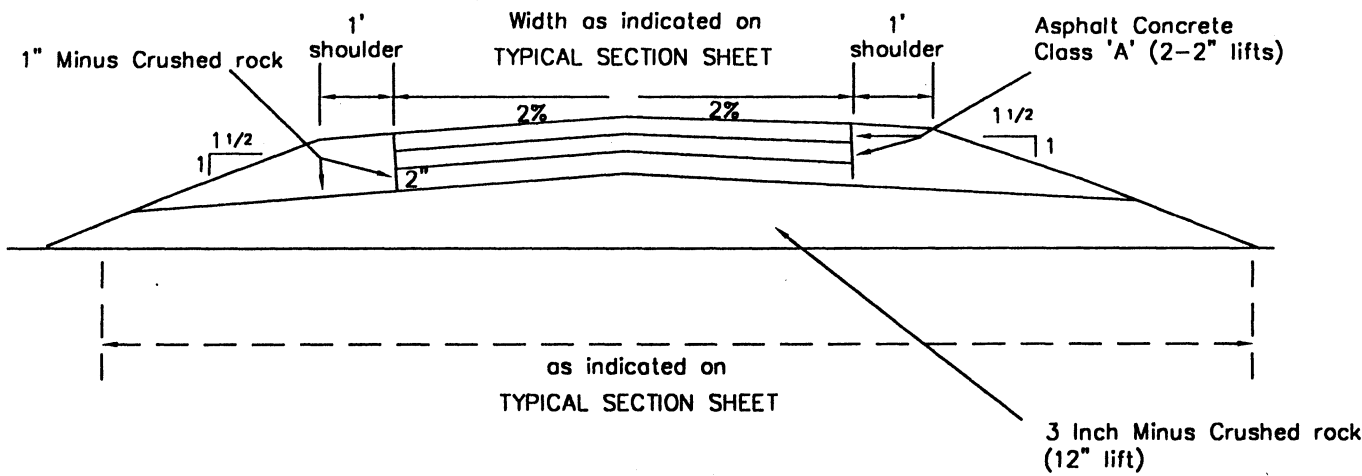
30-072853

MARCH 1, 2001

ASPHALT PAVEMENT DETAIL

Not To Scale

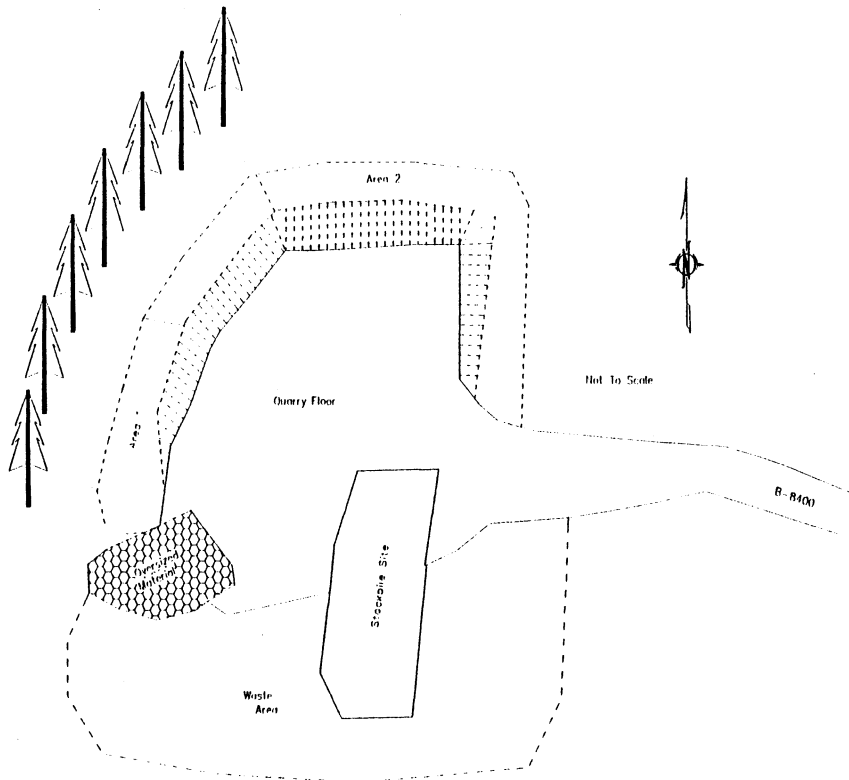
CROSS SECTION



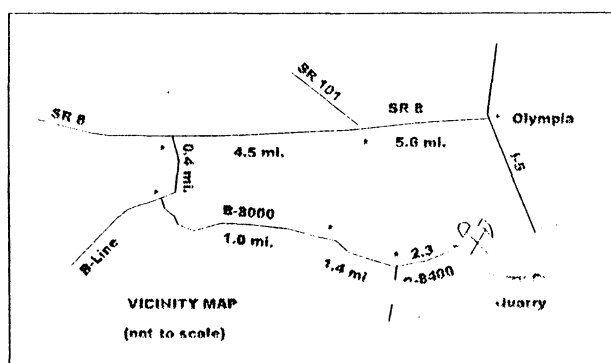
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
CENTRAL REGION

PERRY CREEK QUARRY DEVELOPMENT PLAN

Section 15, Township 18 North, Range 03 West, W.M.



1. Development shall begin in Area 1 and proceed west.
2. Quarry floor shall be outslotted or ditched to ensure a self draining condition.
3. Overburden shall be stripped a minimum of 10 feet from quarry walls, and trees cleared with approval of Contract Administrator.
4. Walls and faces shall be no steeper than $\frac{1}{4}:1$.
5. Overburden shall be placed in the Waste Area.
6. Woody debris shall be piled and kept separate from other waste material.
7. Maximum quarry face height shall be 30 feet, and bench width not less than 20'.
8. Benches shall be left with safety berms or access blocked to highway vehicles. Quarry floor shall be cleared of all loose material and sorted in a manner, approved in writing, by the Contract Administrator.
9. All operations shall be carried out in compliance with all regulations of:
 - A. "Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations" (30 CFR) U. S. Department of Labor, Mine Safety and Health Administration.
 - B. "Safety Standards - Metal and Nonmetallic Mines, Quarries, Pits, and Crushing Operations" (296-61 WAC), Washington Department of Labor and Industries.
 - C. "Safety Standards For Construction Work" (296-155 WAC), Washington Department of Labor and Industries.



State of Washington

Dept of Natural Resources

Classified: CLASS III-30

DECISION ACTIVITY PACKET

Expiration Date: 06/26/2003

EARR Tax Credit - NOT ELIGIBLE

Risk Assessment Issue:

Watershed Analysis prescriptions for WAU

Risk Assessment Issue:

Habitat Conservation Plan or other formal agreemt

Legal: SWSW of Section 29; T18R03W W.M.

Legal: N2N2 of Section 32; T18R03W W.M.

Legal: SWNE of Section 30; T18R03W W.M.

Legal: SESW,SWSE of Section 19; T18R03W W.M.

Legal: NENW of Section 20; T18R03W W.M.

Legal: of Section 31; T18R03W W.M.

Legal: NENE of Section 21; T18R03W W.M.

Legal: of Section 28; T18R03W W.M.

County: THURSTON

Region: CENTRAL

Assigned to: KRISTIAN KNUTZEN

Operator:

Phone: (360) 748-2383

DEPT OF NATURAL RESOURCES

CENTRAL REGION

P.O. Box S-3

Municipal subdivision

Landowner:

Phone: (360) 748-2383

DEPT OF NATURAL RESOURCES

CENTRAL REGION

P.O. Box S-3

Municipal subdivision

Timber Owner:

Phone: (360) 748-2383

DEPT OF NATURAL RESOURCES

CENTRAL REGION

P.O. Box S-3

Municipal subdivisioTtax#: 800888888

This application is | APPROVED | subject to the following:

Activity under this application must follow Washington State Forest Practice Laws and Rules in addition to any conditions on the application.

Compliance with this application does not ensure compliance with the Endangered Species Act or other Federal, State or Local laws.

FPAN-2508159 Conditions

RCW 76.09.220 (8) provides any aggrieved person the right to appeal the approval or disapproval of a forest practices application. RCW 43.21C.075 provides any aggrieved person the right to appeal issues arising under the State Environmental Policy Act. Appeals must be filed within 30 days of the approval or disapproval of the forest practices application. Appeals must be filed with the FOREST PRACTICES APPEALS BOARD, PO BOX 40903, 4224 6TH AVE SE BLDG #2, LACEY WA 98504-0903. Appeals must be filed in writing on the form required in Title 223-08. Concurrently with filing of the Forest Practices Appeals Board, copies of the appeals must also be filed with the OFFICE OF THE SUPERVISOR, DEPT OF NATURAL RESOURCES, 1111 WASHINGTON ST SE, 4TH FLOOR NATURAL RESOURCES BLDG., PO BOX 47001, OLYMPIA, WA 98504-7001, and with the ATTORNEY GENERAL, PO BOX 40100, OLYMPIA, WA 98504-0100.

Within city limits?	NO
Harvest within 500 ft of park?	NO
Harvest within park?	NO
Land platted after 1/1/60?	NO
Intends to convert w/in 3 years?	NO
Has Conversion Option Harvest Plan?	NO

Works in Waters	1	Water Type				Wetlands Type		
		2	3	4	5	Forested	A	B
Road Construction	3
Water Crossing	3
Falling / Bucking	5	.	.	.
Cable Yarding
Suspend Cables	3	4	5	.	.	.
Ground Skidding
Operate Equipment
Apply Chemicals
Other Activity

Operating w/in 200 ft of type 1-3 water? YES Distance: 0
Operating w/in 25 ft of type 4-5 water? YES
Aware of any water intakes w/in 1/2 mile downstream? NO

Trees to be removed from max. width RMZ?	NO	
Is this project in or near a wetland?		NO
Will this project fill / drain a wetland?		NO

Type of construction	Length (ft)	Endhaul (ft)	Steepest Slope
New permanent road construction	3,658	0	50%
Reconstruction of existing road	1,447	392	30%
Maintenance of existing road	13013	0	30%

Unit No.	Type of Harvest	Post-Harvest Trees/Acre	Method of Harvest	Tot harv App	Acres GIS	Volume Percent	Volume (MBF)
1	EVEN AGE	10	CABLE SHOVEL	74.0	66.9	93	2,582

Green Recruitment Trees will be:	CLUMPED
Green Recruitment Trees will be:	EVEN
Wildlife Reserve Trees will be:	CLUMPED
Wildlife Reserve Trees will be:	EVEN

Double-wide RMZ for green-up?	NO
Unit to be reforested?	YES BY PLANTING DOUGLAS FIR

UMA Acres: NONE
Length of RMZ: NONE
Length of WMZ: NONE

Type of Chemical Application: NONE

Dept of Agriculture Experimental Use Permit? NO

THIS APPLICATION IS FULLY COMPLIANT WITH THE HABITAT CONSERVATION PLAN. NEW CONSTRUCTION CENTER LINES ARE MARKED WITH STAKES AND ORANGE RIBBON. LEAVE TREE

FPA #2508159

State of Washington

Received: 05/21/2001

Dept of Natural Resources

Classified: CLASS III-30

Decision Date: 06/26/2001

DECISION ACTIVITY PACKET

Expiration Date: 06/26/2003

- 4 -

ARE MARKED WITH EITHER BLUE PAINT AND/OR YELLOW LEAVE TREE AREA BOUNDARY TAGS. BOUNDARIES ARE MARKED WITH TIMBER SALE BOUNDARY TAGS. RIGHT OF WAY IS MARKED WITH RIGHT OF WAY BOUNDARY TAGS. FIDGET TS #72853.

DNR STAFF COMMENTS

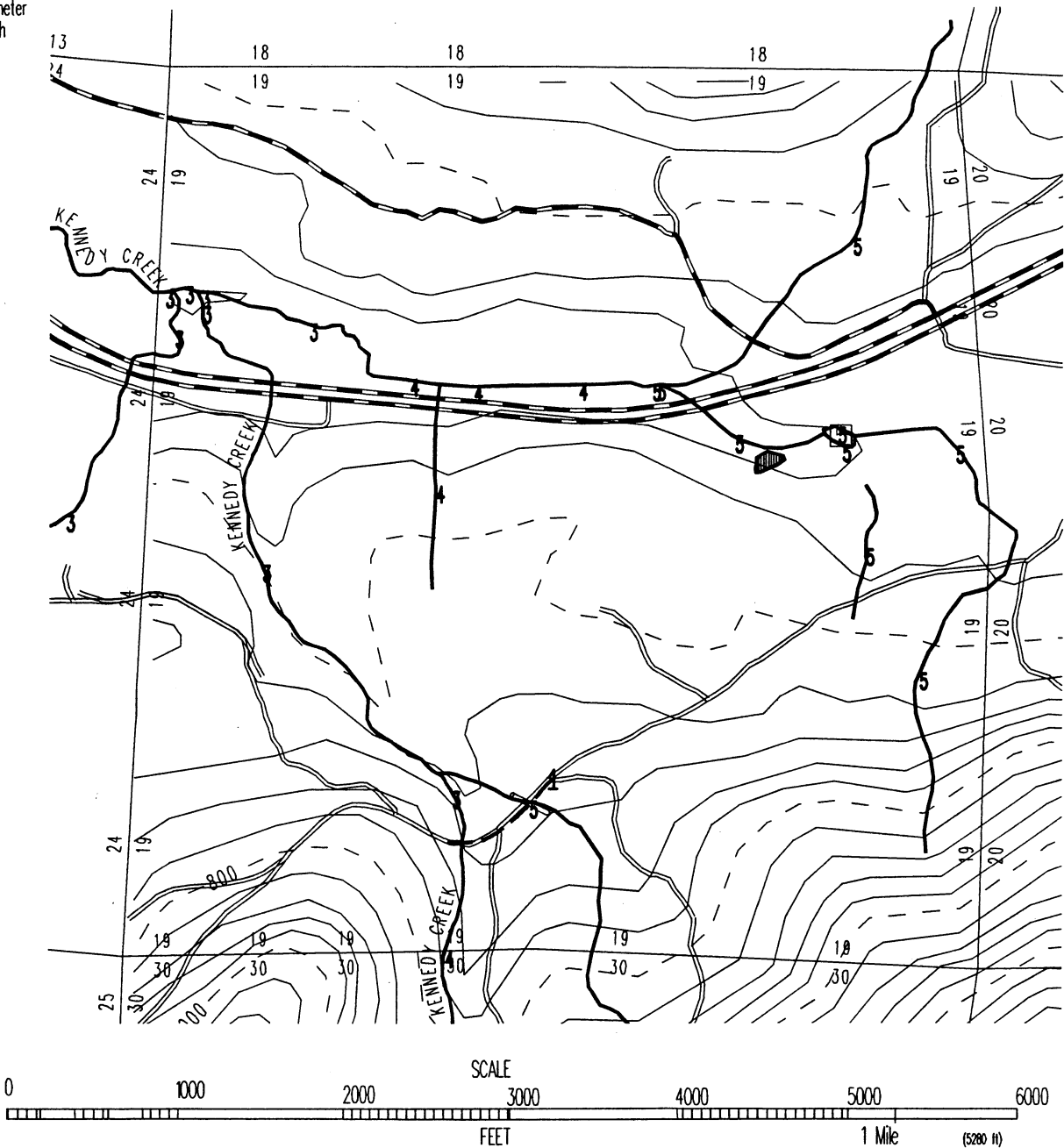
SHUTDOWN ZONE 655/651N; PER MM ADDENDUM STATE HAS HCP. PER WATER TYPE ADDENDUMS STREAMS ARE TYPE 3, TYPE4, AND TYPE 5. IN KENNEDY WAU.

END OF REPORT - FPA #2508159

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 18 NORTH, RANGE 03 WEST (W.M.), SECTION 19
APPLICATION # 2508159

CULVERTS
1 ROUND PIPE
56 " diameter
66 ' length



MAP DATE: May 22, 2001

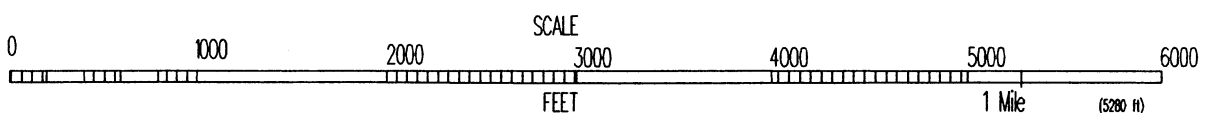
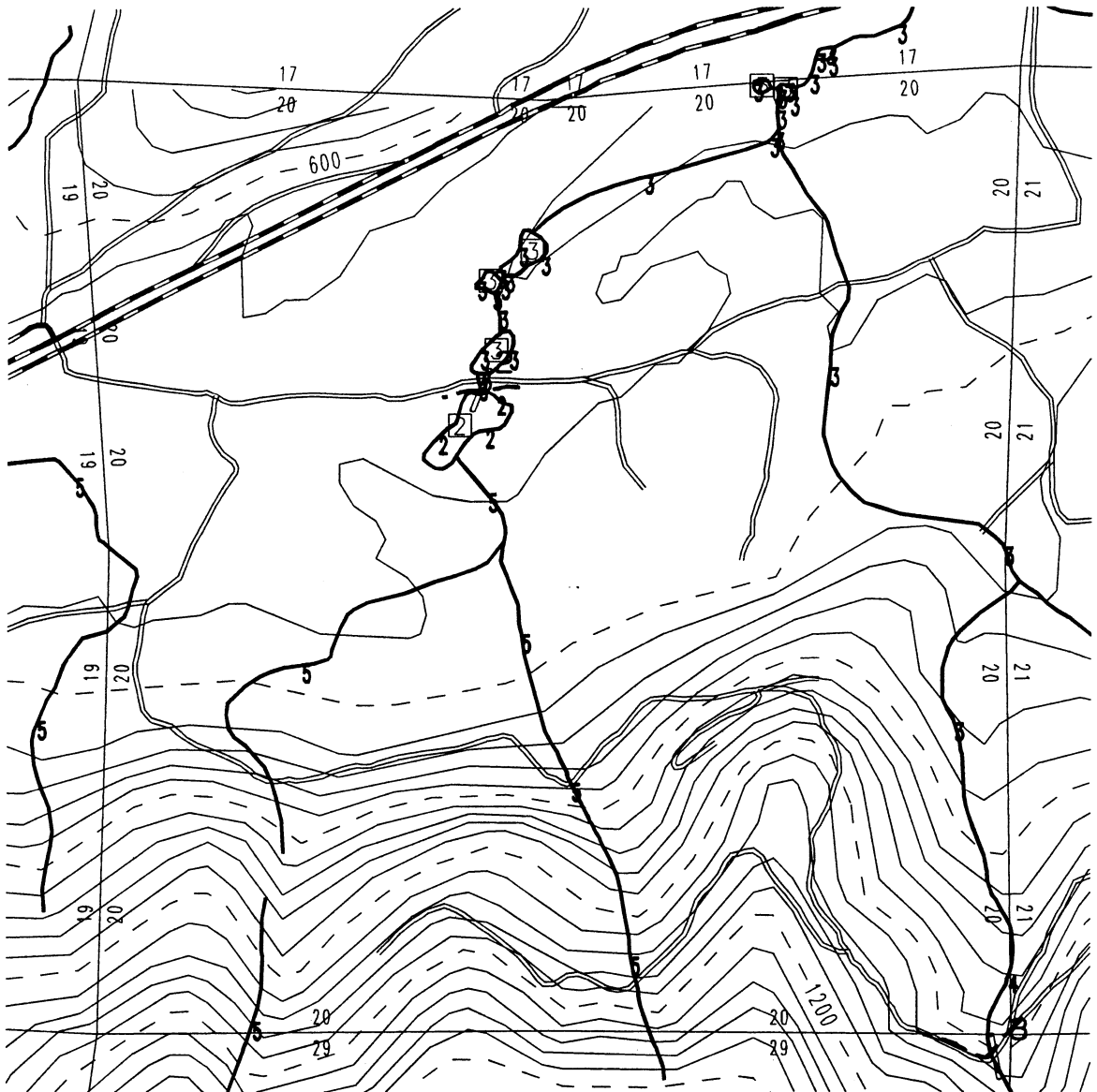
CONTOUR INTERVAL: 40 Feet
NAD 27

LEGEND: See Instructions
DISCLAIMER: See Legend

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 18 NORTH, RANGE 03 WEST (W.M.), SECTION 20
APPLICATION # 2508159

CULVERTS
2 ROUND PIPE
87" diameter
66' length
3 ROUND PIPE
36" diameter
64' length



MAP DATE: May 22, 2001

CONTOUR INTERVAL: 40 Feet
NAD 27

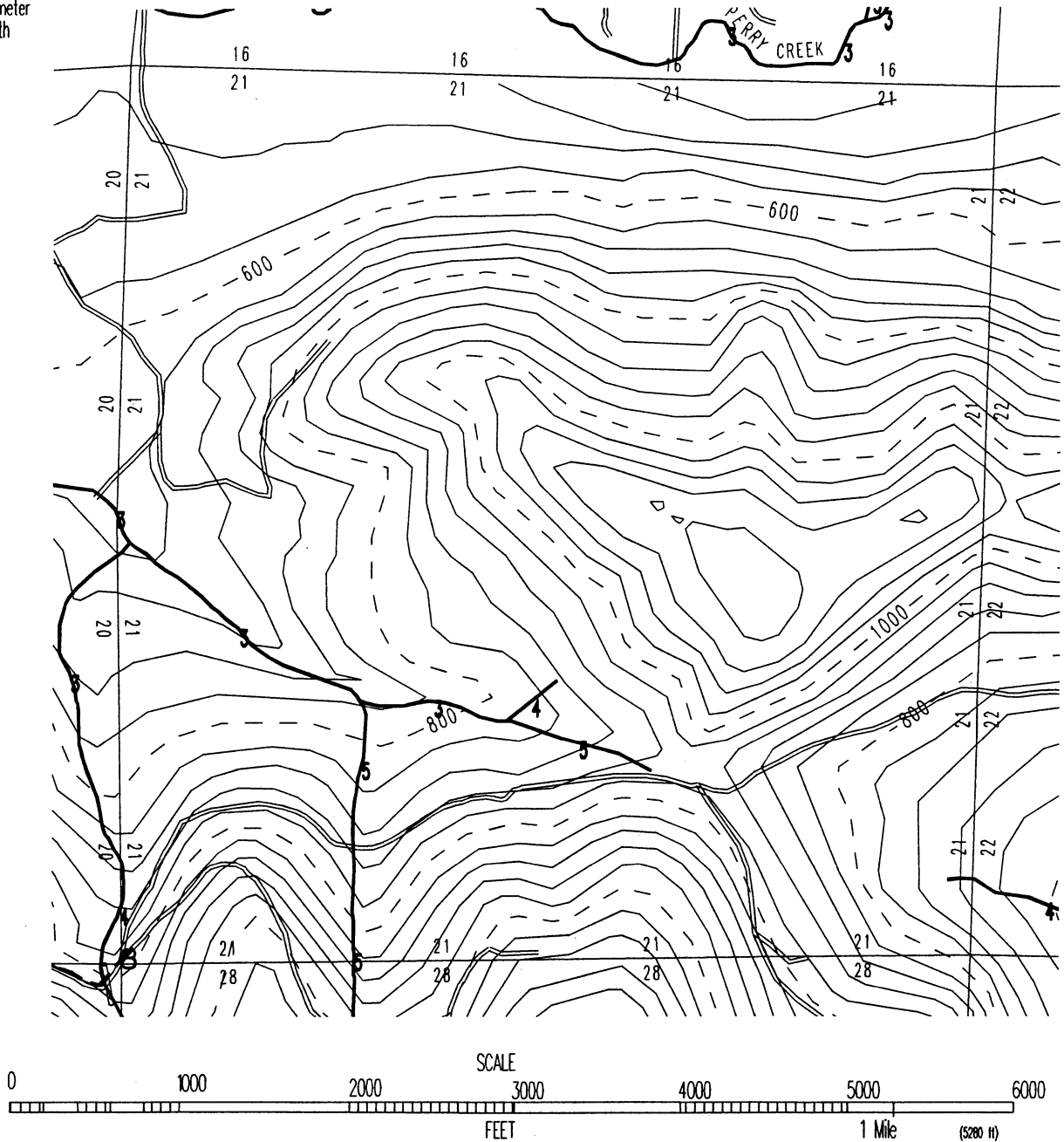
LEGEND: See Instructions
DISCLAIMER: See Legend

MAP 2 of 8

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 18 NORTH, RANGE 03 WEST (W.M.), SECTION 21
APPLICATION # 2508159

CULVERTS
3 ROUND PIPE
36 " diameter
64 ' length



MAP DATE: May 22, 2001

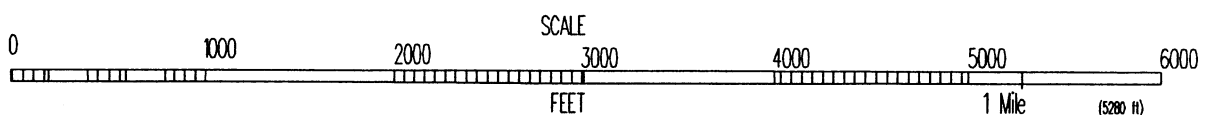
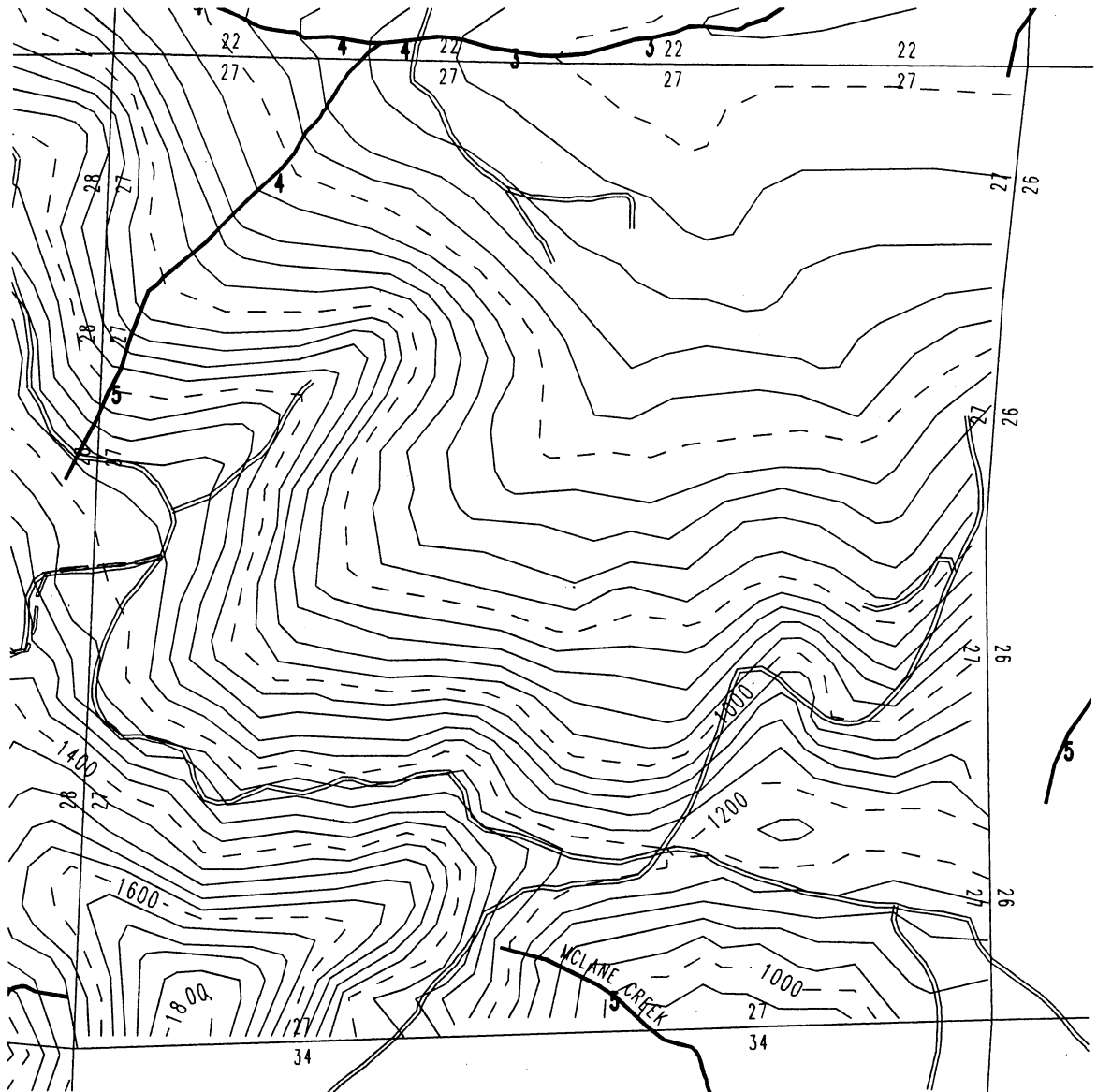
CONTOUR INTERVAL: 40 Feet
NAD 27

LEGEND: See Instructions
DISCLAIMER: See Legend

MAP 3 of 8

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 18 NORTH, RANGE 03 WEST (W.M.), SECTION 27
APPLICATION # 2508159



MAP DATE: May 22, 2001

CONTOUR INTERVAL: 40 Feet
NAD 27

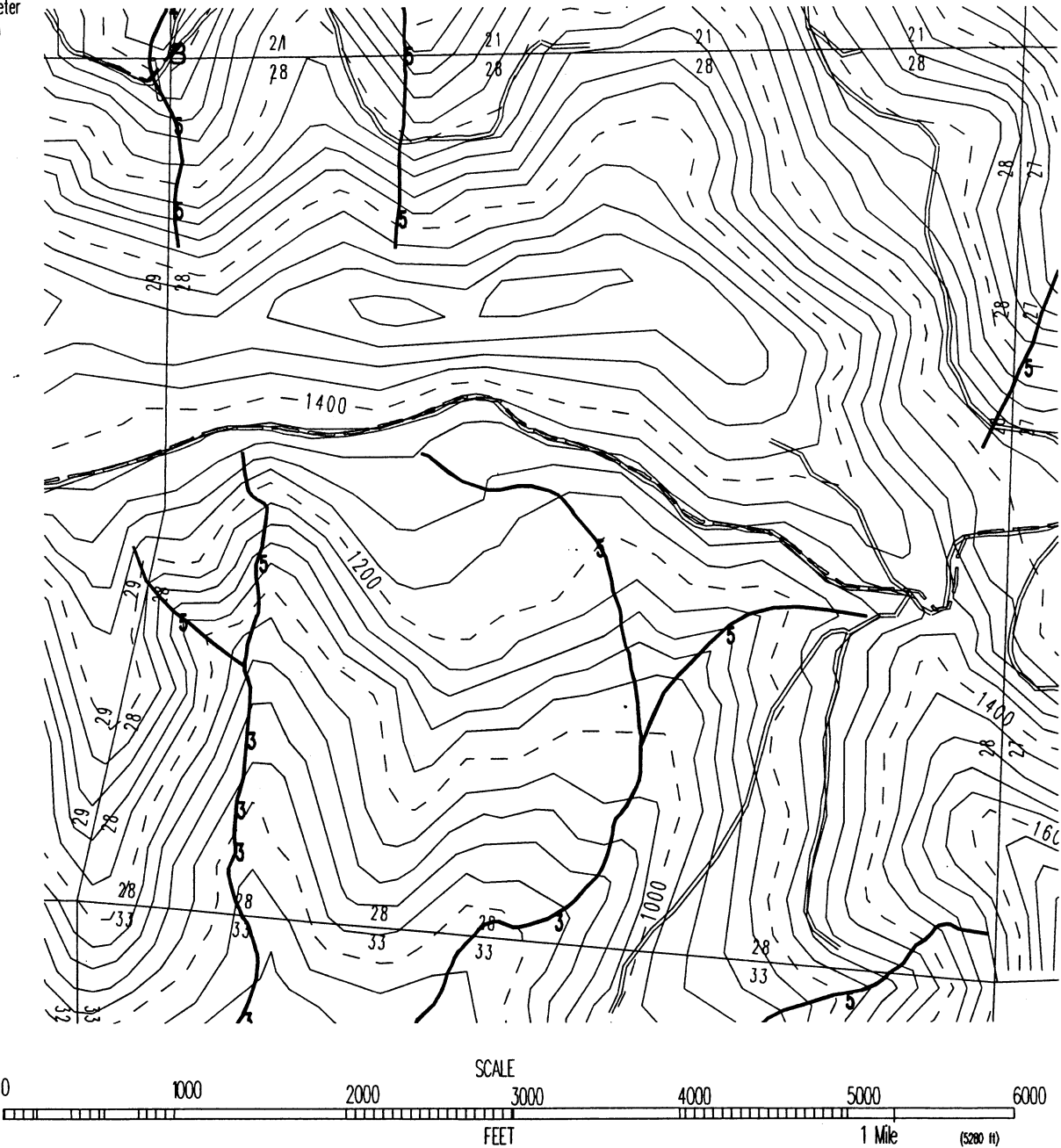
LEGEND: See Instructions
DISCLAIMER: See Legend

MAP 4 of 8

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 18 NORTH, RANGE 03 WEST (W.M.), SECTION 28
APPLICATION # 2508159

CULVERTS
3 ROUND PPE
36" diameter
64' length



MAP DATE: May 22, 2001

CONTOUR INTERVAL: 40 Feet
NAD 27

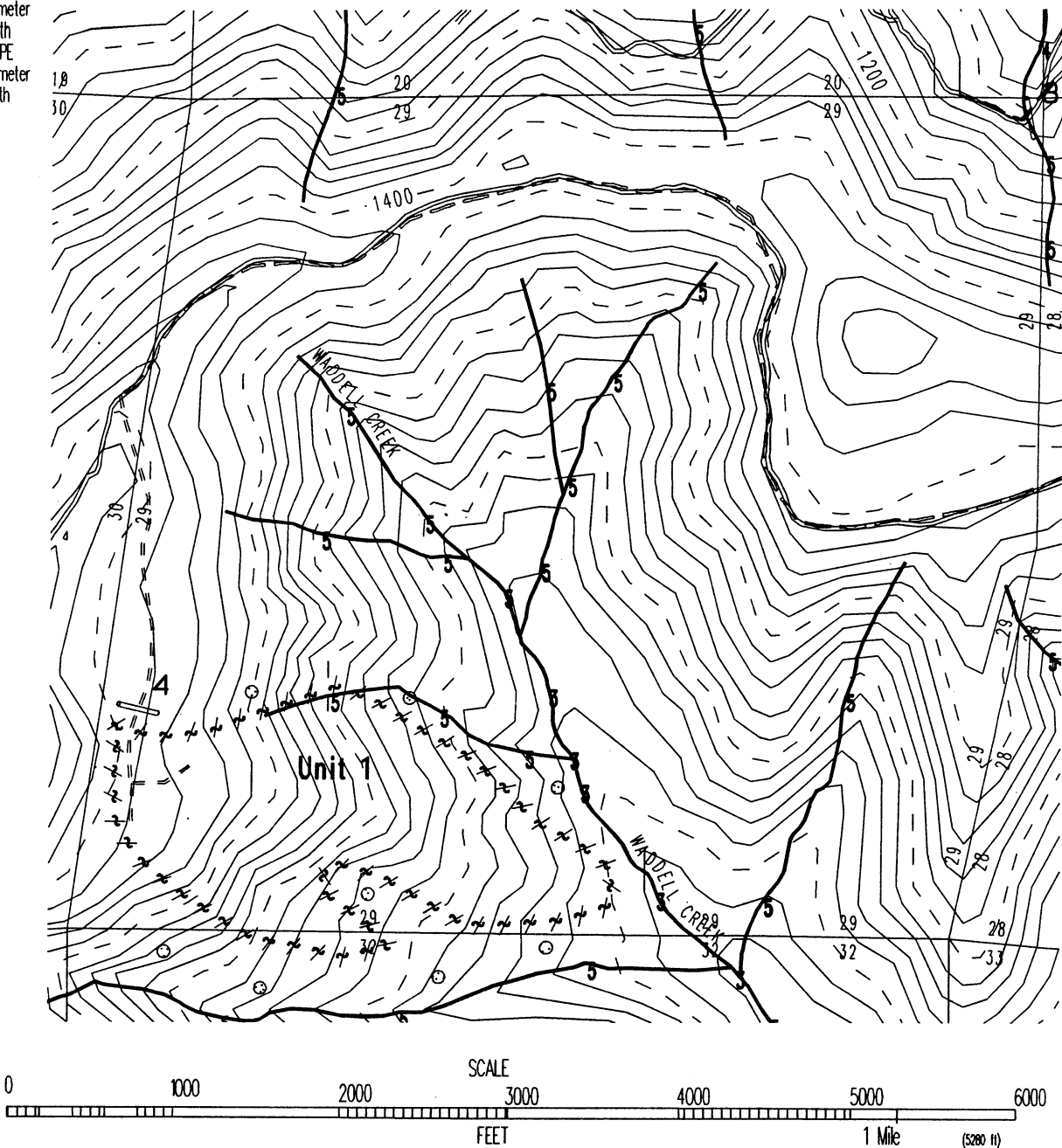
LEGEND: See Instructions
DISCLAIMER: See Legend

MAP 5 of 8

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 18 NORTH, RANGE 03 WEST (W.M.), SECTION 29
APPLICATION # 2508159

CULVERTS
3 ROUND PIPE
36" diameter
64' length
4 ROUND PIPE
24" diameter
36' length



MAP DATE: May 22, 2001

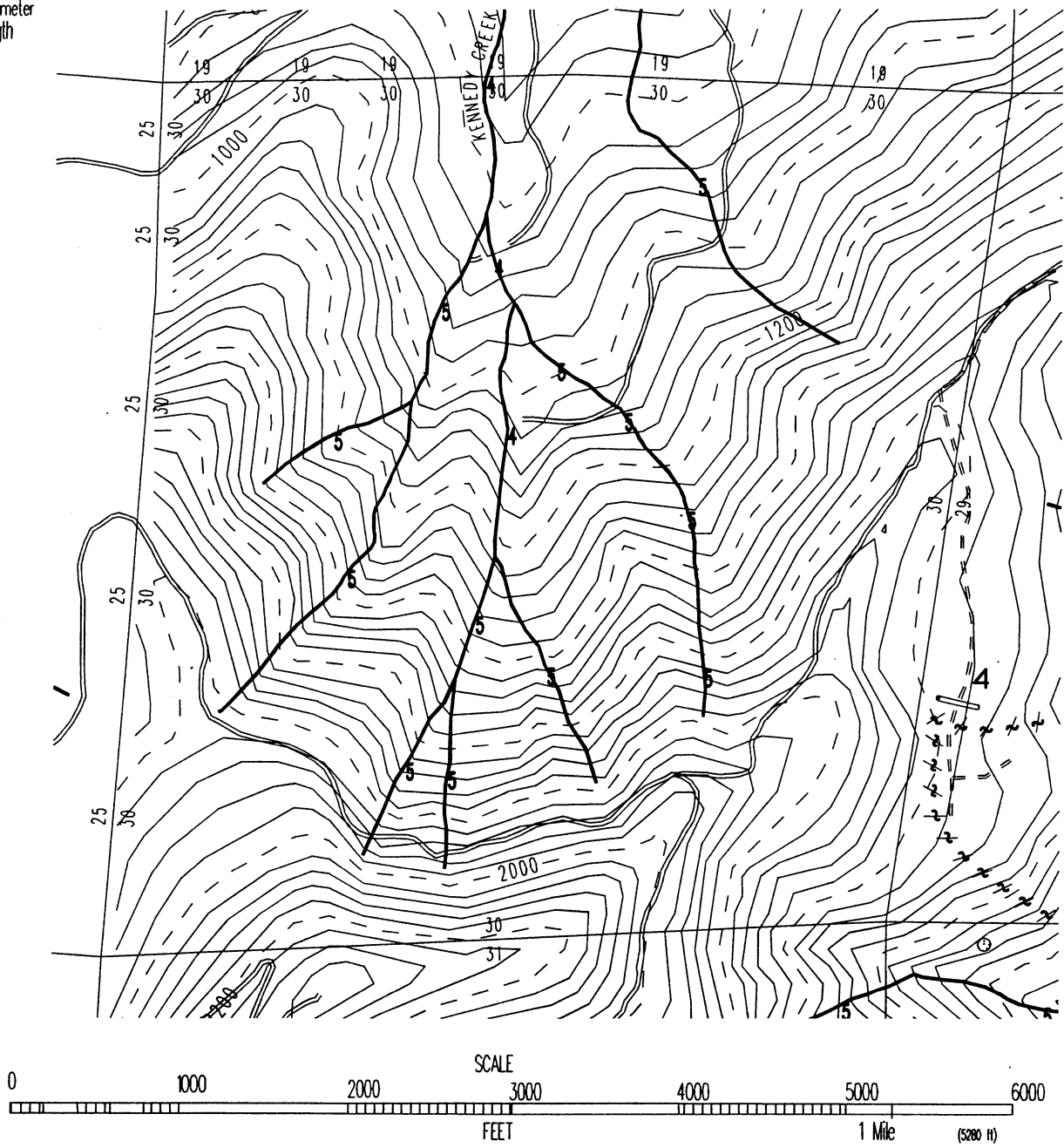
CONTOUR INTERVAL: 40 Feet
NAD 27

LEGEND: See Instructions
DISCLAIMER: See Legend

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 18 NORTH, RANGE 03 WEST (W.M.), SECTION 30
APPLICATION # 2508159

CULVERTS
4 ROUND PIPE
24 " diameter
36 ' length



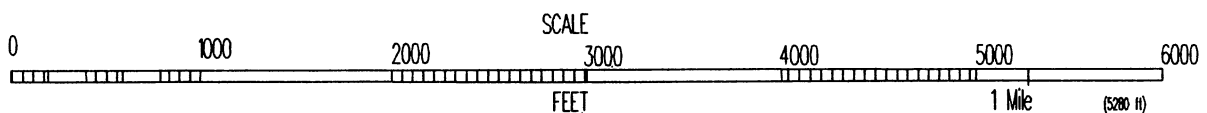
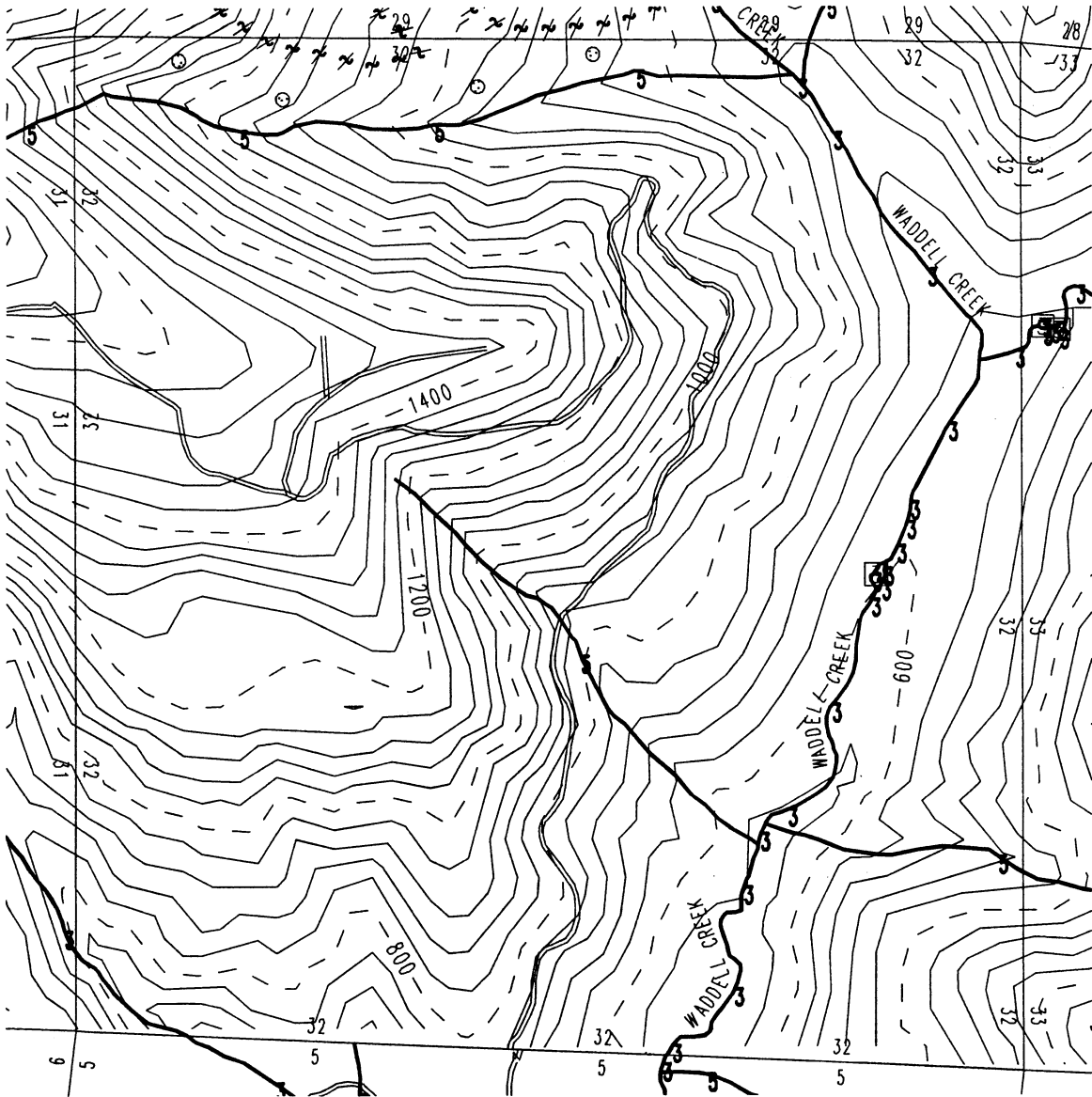
MAP DATE: May 22, 2001

CONTOUR INTERVAL: 40 Feet
NAD 27

LEGEND: See Instructions
DISCLAIMER: See Legend

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 18 NORTH, RANGE 03 WEST (W.M.), SECTION 32
APPLICATION # 2508159



MAP DATE: May 22, 2001

CONTOUR INTERVAL: 40 Feet
NAD 27

LEGEND: See Instructions
DISCLAIMER: See Legend

MAP 8 of 8



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
Department of Fish and Wildlife
Region 6 Office
48 Devonshire Road
Montesano, Washington 98563-9618

DATE OF ISSUE: July 17, 2001

LOG NUMBER: 25-08159-02

PERMITTEE

Department of Natural Resources
1405 Rush Road
Chehalis, WA 98532

AUTHORIZED AGENT OR CONTRACTOR

Not Applicable

PROJECT DESCRIPTION: Tailholds, Culvert Replacement and Bridge Installation

PROJECT LOCATION: B-Line, MP 1.14 and .96, B-9000, Capitol Forest, Thurston County, WA

#	WRIA	WATER BODY	TRIBUTARY TO	1/4 SEC.	SEC.	TOWNSHIP	RANGE	COUNTY
14.0001		Unnamed	Perry Creek	19- 21,2 8-32		8 North	03 West	Thurston

PROVISIONS

- TIMING LIMITATIONS:** The project may begin Immediately and shall be completed by September 30, 2003, provided:
 - Work below the ordinary high water line shall only occur between July 1 and September 30 of calendar years 2001, 2002 and 2003.
- NOTIFICATION REQUIREMENT:** The permittee or contractor shall notify the Area Habitat Biologist (AHB) listed below of the project start date. Notification shall be received by the AHB at least three working days prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this Hydraulic Project Approval.
- Work shall conform to plans and specifications received by the Washington Department of Fish and Wildlife on the Forest Practices Application (FP2508159), except as modified by this Hydraulic Project Approval.
- Trees shall not be felled into or across a stream with identifiable streambed or banks except as set out in Provisions 15 and 16.
- There shall be no skidding, or ground lead yarding or equipment operation within or across Type 1-3 waters or Type 4-5 waters within 1/4 mile of a Type 1-3 stream.
- When changing tailholds, the cable shall be moved around or over the riparian vegetation to avoid damage to the vegetation. The number of yarding corridors shall be kept to a minimum. Tailholds shall be of sufficient height to minimize damage to riparian vegetation.



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

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DATE OF ISSUE: July 17, 2001

LOG NUMBER: 25-08159-02

7. Cable corridors must be no wider or more numerous than necessary to accommodate safe and efficient transport of logs.
8. Cable corridors shall be located no closer to each other than 150 feet (measured edge to edge) and shall be no wider than 30 feet.
9. Total openings resulting from yarding corridors must not exceed 20% of the stream length associated with the forest practices application.
10. If as a result of felling and yarding of timber, limbs or other small debris enter a stream with identifiable stream bed or banks, they shall be removed concurrently with each tailhold change or within 72 hours after entry into the stream and placed outside the 100-year flood plain. Limbs or other small debris shall be removed from dry streams prior to the normal onset of high flows. Large woody material which was in place prior to felling and yarding of timber shall not be disturbed.
11. Precautions shall be taken to minimize the release of sediment to waters downstream from the felling or yarding activity. Sediment control devices, including but not limited to, straw bales and filter fabric check dams, shall be used as necessary to avoid the release of sediment downstream. Accumulated sediment shall be removed from above check dams prior to their removal.
12. Within seven days from project completion, bare or disturbed soils which may deliver sediment to Type 1-5 waters shall be stabilized with grass seed, straw, hydro mulch, check dams, cross drains, etc.

SPECIFIC CONDITIONS FOR PROJECT ACTIVITIES WITHIN OR ACROSS TYPE 1-3 WATERS:

13. Year-round work in this stream shall be restricted to the placement of cable tailholds across the stream, yarding logs away from the stream, and removal of incidental limby debris from the stream. No logs may be yarded over the stream.
14. Trees shall be directionally felled away from Type 1-3 waters.
15. During felling and yarding, trees or logs which enter a Type 1-3 water shall remain where they enter.

SPECIFIC CONDITIONS FOR PROJECT ACTIVITIES WITHIN OR ACROSS APPLICABLE TYPE 4-5 WATERS:

16. Where feasible, timber shall be directionally felled away from Type 4-5 streams within 1/4 mile of a Type 1-3 stream. Trees which cannot be safely felled away from the stream or which roll into the stream shall be fully suspended before yarding.



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

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17. Logs transported across Type 4-5 waters within 1/4 mile of a Type 1-3 stream shall be fully suspended so no portion of the logs or limbs can enter the stream or damage the streambed or banks. If full suspension cannot be achieved on Type 4 and 5 waters due to topography or other operational constraints, an on-site mitigation plan is to be reviewed and approved by the AHB prior to any logging activities.
18. To ensure channel stability, trees that enter the stream as a result of natural events shall be left in place.
19. Equipment used for this project may operate below the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) shall not enter or operate below the ordinary high water line.
20. Equipment used for this project shall be free of external petroleum-based products while working around the stream. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.
21. Culvert replacement shall be conducted in the dry or in isolation from stream flow by the installation of a bypass to divert the stream flow around the work area, or by pumping the water around the work area. Bypassing the stream flow around the work area is the preferred method. Pumping may be used if bypassing the stream is not a viable option.
22. Erosion control methods shall be used to prevent silt-laden water from entering the stream. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags or other material, and/or immediate mulching of exposed areas.
23. Prior to starting work, temporary filter fabric, straw bale, or pea gravel-filled burlap bag check dam(s) shall be installed downstream and around the work site on the bridge and culvert installations. Accumulated sediments shall be removed during the project and prior to removing the check dam(s) after completion of work.
24. Wastewater from project activities and water removed from within the work area shall be routed to an area landward of the ordinary high water line to allow removal of fine sediment and other contaminants prior to being discharged to the stream.
25. All waste material such as debris, silt, excess dirt, or overburden resulting from this project shall be deposited above the limits of flood water in an approved upland disposal site.
26. If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.
27. The temporary bypass to divert flow around the work area shall be in place prior to initiation of other work in the wetted perimeter.
28. A sandbag revetment or similar device shall be installed at the bypass inlet to divert the entire flow through the bypass.



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29. A sandbag revetment or similar device shall be installed at the downstream end of the bypass to prevent backwater from entering the work area.
30. The bypass shall be of sufficient size to pass all flows and debris for the duration of the project.
31. Any device used for diverting water from a fish-bearing stream shall be equipped with a fish guard to prevent passage of fish into the diversion device pursuant to RCW 77.55.040 and 77.16.220. The pump intake shall be screened with 1/8-inch mesh to prevent fish from entering the system. The screened intake shall consist of a facility with enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Screen maintenance shall be adequate to prevent injury or entrapment to juvenile fish and the screen shall remain in place whenever water is withdrawn from the stream through the pump intake.
32. Prior to releasing the water flow to the project area, all bank protection or armoring shall be completed.
33. Upon completion of the project, all material used in the temporary bypass shall be removed from the site and the site returned to preproject or improved conditions.
34. The permittee shall capture and safely move food fish, game fish, and other fish life from the job site. The permittee shall have fish capture and transportation equipment ready and on the job site. Captured fish shall be immediately and safely transferred to free-flowing water downstream of the project site. The permittee may request the Washington Department of Fish and Wildlife assist in capturing and safely moving fish life from the job site to free-flowing water, and assistance may be granted if personnel are available.
35. Excavation for the footings for the bridge shall be completely separated from the stream by placing the footings landward of the top of the bank.
36. The bridge structure shall be placed in a manner to minimize damage to the streambed and banks.
37. The bridge shall be constructed to pass the 100-year peak flow with consideration of debris likely to be encountered.
38. Abutments, piers, piling, sills, approach fills, etc., shall not constrict the flow and cause any appreciable increase (not to exceed 0.2 feet) in backwater elevation (calculated at the 100-year flood) or channel-wide scour, and shall be aligned to cause the least effect on the hydraulics of the stream.
39. Riprap materials used for structure protection shall be clean, angular rock, which shall be installed to withstand the 100-year peak flow.
40. Structures containing concrete shall be sufficiently cured prior to contact with water to avoid leaching. Fresh concrete shall not be allowed to come into contact with state waters.
41. Wheel guards shall be installed and maintained to prevent sediment and debris from entering the stream.
42. All earth and roadbed material shall be removed prior to removal of the old culvert.



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43. The culvert shall be installed and maintained to ensure unimpeded fish passage.
44. The culvert shall be placed on a flat gradient with the bottom of the culvert placed below the level of the streambed a minimum of 20 percent of the culvert diameter for a round culvert, and 20 percent of the culvert's rise for an elliptical culvert. The 20 percent placement below the streambed shall be measured at the culvert outlet.
45. The culvert width at the streambed shall be equal to or greater than the average width of the streambed.
46. The culvert shall be installed to maintain structural integrity to the 100-year peak flow with consideration of the debris likely to be encountered.
47. Fill associated with the culvert installation shall be protected from erosion to the 100-year peak flow.
48. The culvert shall be installed and maintained to avoid inlet scouring and to prevent erosion of stream banks downstream of the project.
49. The culvert facility shall be maintained by the owner(s) per RCW 77.55.060 to ensure continued, unimpeded fish passage. If the structure becomes a hindrance to fish passage, the owner(s) shall be responsible for obtaining an Hydraulic Project Approval and providing prompt repair. Financial responsibility for maintenance and repairs shall be that of the owner(s).
50. The culvert shall consist of a single barrel.
51. Approach material shall be structurally stable and be composed of material that, if eroded into the stream, shall not be detrimental to fish life.
52. All disturbed bed and bank areas shall be reshaped and revegetated. Within seven calendar days of project completion, all disturbed areas shall be protected from erosion using vegetation or other means. Within one year of project completion, the banks shall be revegetated with native or other approved woody species. Revegetation shall provide both short term riparian functions (e.g. using fast growing species such as willow, alder, cottonwood, elderberry, snowberry, etc.) and long term riparian function (i.e. shade, LWD recruitment, bank protection). Vegetative cuttings shall be maintained as necessary for three years to ensure 80 percent survival.
53. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), operations shall cease and the Washington Department of Fish and Wildlife at (360) 902-2537 and Washington Department of Ecology at (360) 407-6300 shall be contacted immediately. Work shall not resume until further approval is given by the Washington Department of Fish and Wildlife.

SEPA: DNS by Dept. Of Natural Resources final on June 25, 2001.



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
Department of Fish and Wildlife
Region 6 Office
48 Devonshire Road
Montesano, Washington 98563-9618

DATE OF ISSUE: July 17, 2001

LOG NUMBER: 25-08159-02

APPLICATION ACCEPTED: June 28, 2001

ENFORCEMENT OFFICER: Sgt. DeMiero (033)
[P2]

Debbie D. Carnevali (360) 264-5148
Area Habitat Biologist

Debbie D. Carnevali

for Director
WDFW

cc: Kris Knutzen, DNR, Central Region, 1405 Rush Road, Chehalis, WA 98532

GENERAL PROVISIONS

This Hydraulic Project Approval (HPA) pertains only to the provisions of the Fisheries Code (RCW 77.55 - formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project.

This HPA shall be available on the job site at all times and all its provisions followed by the permittee and operator(s) performing the work.

This HPA does not authorize trespass.

The person(s) to whom this HPA is issued may be held liable for any loss or damage to fish life or fish habitat which results from failure to comply with the provisions of this HPA.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All HPAs issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The permittee has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All HPAs issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the permittee: **PROVIDED HOWEVER**, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

APPEALS - GENERAL INFORMATION

IF YOU WISH TO APPEAL A DENIAL OF OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290:



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
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DATE OF ISSUE: July 17, 2001

LOG NUMBER: 25-08159-02

A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA; or
- (B) An order imposing civil penalties.

It is recommended that an aggrieved party contact the Area Habitat Biologist and discuss the concerns. Most problems are resolved at this level, but if not, you may elevate your concerns to his/her supervisor. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a HPA or receipt of an order imposing civil penalties. The 30-day time requirement may be stayed by the Department if negotiations are occurring between the aggrieved party and the Area Habitat Biologist and/or his/her supervisor. The Habitat Protection Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or its designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140:

A person who is aggrieved or adversely affected by the following Department actions may request a formal review of:

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA;
- (B) An order imposing civil penalties; or
- (C) Any other "agency action" for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091, shall be plainly labeled as "REQUEST FOR FORMAL APPEAL" and shall be RECEIVED DURING OFFICE HOURS by the Department within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290:

A person who is aggrieved or adversely affected by the denial or issuance of a HPA, or the conditions or provisions made part of a HPA may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.1